

FEDERAL REGISTER

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(Part II begins on page 7671)

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Agricultural Research Service
Agricultural Stabilization and
Conservation Service
Agriculture Department
Business and Defense Services
Administration
Civil Aeronautics Board
Civil Service Commission
Coast Guard
Consumer and Marketing Service
Emergency Planning Office
Equal Employment Opportunity
Commission
Federal Aviation Administration
Federal Communications Commission
Federal Home Loan Bank Board
Federal Power Commission
Federal Reserve System
Federal Trade Commission
Internal Revenue Service
Interstate Commerce Commission
Land Management Bureau
Maritime Administration
National Transportation Safety
Board
Post Office Department
Securities and Exchange Commission

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Title 3—THE PRESIDENT

Proclamation 3785

PRAYER FOR PEACE, MEMORIAL DAY, 1967

By the President of the United States of America

A Proclamation

In reverent tribute on this Memorial Day 1967 we salute the gallant men of our country who have served us and still serve us so nobly and selflessly in defense of freedom.

We can never repay their sacrifices. Our honored dead sleep in hallowed ground on five continents. The debt we owe them, and that our children will owe for generations to come, is beyond measure.

Today, our young men are fighting and dying in Vietnam so that other young men may stand as they have stood—proudly independent, free to determine their own destiny. Before their common sacrifice and dedication the barriers of race, color, or creed crumble. The heroism of a just cause makes all men brothers against tyranny.

Every President in time of armed conflict must act in the deep conviction that the cause for which our young men suffer and die transcends their sacrifices.

A century ago President Lincoln expressed his grief over the terrible losses of the war between the States. He pointed out that all deprecated war, all sought to avoid it, but as there were those who would make war, so there must be those who could accept war.

We have had to accept the war in Vietnam to redeem our pledge to those who have accepted in good faith our commitment to protect their right of free choice. Only in this way can we preserve our own right to act in freedom.

So we shall continue to resist the aggressor in Vietnam, as we must.

But we continue to hold open the door to an honorable peace, as we must.

On this hallowed day, on behalf of the American people—indeed, on behalf of all of the people in the world—I repeat to the leaders of those whom we fight: Let us end this tragic waste; let us sit down together to chart the simple course to peace; let us together lead our peoples out of this bloody impasse.

And I ask you, my fellow Americans, to join me in prayer that the voice of reason and humanity will be heeded, that this tragic struggle can soon be brought to an end.

The Congress in a joint resolution approved May 11, 1950 (64 Stat. 158), has requested the President to issue a proclamation calling upon the people of the United States to observe each Memorial Day as a day of prayer for permanent peace and designating a period during such day when the people of the United States might unite in such supplication:

NOW, THEREFORE, I, LYNDON B. JOHNSON, President of the United States of America, do hereby designate Memorial Day, Tuesday, May 30, 1967, as a day of prayer for permanent peace and I designate the hour beginning in each locality at eleven o'clock in the morning of that day as a time to unite in such prayer.

I urge the press, radio, television, and all other information media to cooperate in this observance.

I also urge all of the people of this Nation to join me in prayer to the Almighty for the safety of our Nation's sons and daughters around the world, for His blessing on those who have sacrificed their lives for this Nation in this and all other struggles, and for His aid in building a world where freedom and justice prevail, and where all men live in friendship, understanding, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.



DONE at the City of Washington this twenty-second day of May in the year of our Lord nineteen hundred and sixty-seven, and of the Independence of the United States of America the one hundred and ninety-first.

A handwritten signature in dark ink, reading "Lyndon B. Johnson".

By the President:

A handwritten signature in dark ink, reading "Dean Rusk".

Secretary of State.

[F.R. Doc. 67-5883; Filed, May 23, 1967; 2:10 p.m.]

Executive Order 11353
ESTABLISHING THE PRESIDENT'S ADVISORY COUNCIL ON COST
REDUCTION

WHEREAS the economical management of the executive branch is a vital and continuing responsibility of the President; and

WHEREAS it is essential that the resources devoted to the fulfillment of our international responsibilities and the needs of our citizens be utilized in as effective and prudent a manner as possible; and

WHEREAS economies achieved in any governmental program permit more effectively meeting of these urgent national needs; and

WHEREAS the best cost reduction practices and techniques developed by individual Government agencies and by business and industry should be utilized in all Government agencies whenever applicable; and

WHEREAS there is a need for review and advice to the President on the progress of the Government's cost reduction program:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

SECTION 1. *Establishment of the Council.* (a) There is hereby established the President's Advisory Council on Cost Reduction (hereinafter referred to as the Council).

(b) The Council shall consist of the following:

(1) The Director of the Bureau of the Budget, who shall be the Chairman of the Council,

(2) The Secretary of Defense, the Chairman of the United States Civil Service Commission, and the Administrator of General Services,

(3) Such other heads of executive departments and agencies, and such other officers or employees of the Federal Government, as the President may designate, and

(4) Such other members as the President may appoint from the public at large.

(c) Federal members of the Council shall receive no additional compensation for such service. Members appointed from private life shall receive compensation for each day engaged on business of the Council and travel expenses, including per diem in lieu of subsistence, as authorized by sections 3109 and 5703 of Title 5 of the United States Code for persons in the Government service employed intermittently.

SEC. 2. *Functions of the Council.* The Council shall:

(1) Review and evaluate the nature and adequacy of the Government cost reduction efforts and advise the President on means to strengthen and improve them.

(2) Explore with responsible operating officials throughout the executive branch opportunities for cost reduction and appropriate actions to achieve them.

(3) Consult with leaders in business, industry and research to draw on their experience in achieving cost reductions and to invite their suggestions.

(4) Identify outstanding cost reduction programs, practices, and techniques developed in Government agencies and in business and industry susceptible to wider use in Government.

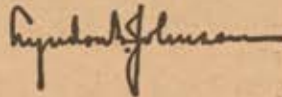
(5) Submit a final report to the President containing an evaluation of the Government-wide cost reduction program and appropriate recommendations for enhancing its effectiveness no later than 12 months after the effective date of this order, and make interim reports which it deems advisable.

THE PRESIDENT

SEC. 3. *Federal agencies.* (a) Upon request of the Chairman each executive department and agency shall, consistent with law, furnish the Council available information which the Council may require in performance of its functions.

(b) Each executive department and agency represented on the Council shall furnish such necessary assistance to the Council as may be authorized by section 214 of the Act of May 3, 1945, 59 Stat. 134 (31 U.S.C. 691).

SEC. 4. *Termination of the Council.* The Council shall terminate 30 days after the submission of the final report to the President.



THE WHITE HOUSE,
May 23, 1967.

[F.R. Doc. 67-5932; Filed, May 24, 1967; 11:53 a.m.]

Rules and Regulations

Title 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 213—EXCEPTED SERVICE

General Services Administration

Section 213.3337 is amended to show that the position of Special Assistant to the Chairman of the National Advisory Council on Economic Opportunity is in Schedule C. Effective on publication in the FEDERAL REGISTER, paragraph (1) is added to § 213.3337 as set out below.

§ 213.3337 General Services Administration.

(1) *National Advisory Council on Economic Opportunity.* (1) One Special Assistant to the Chairman.

(5 U.S.C. 3301, 3302, E.O. 10577, 19 F.R. 7521, 3 CFR, 1954-1958 Comp., p. 218)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] JAMES C. SPRY,

Executive Assistant to the Commissioners.

[F.R. Doc. 67-5878; Filed, May 24, 1967; 8:50 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter I—Federal Aviation Administration, Department of Transportation

[Airspace Docket No. 67-CE-12]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Federal Airways

On March 2, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 3470) stating that the Federal Aviation Agency was considering amendments to Part 71 of the Federal Aviation Regulations that would alter segments of VOR Federal airway Nos. 26 and 148 in the vicinity of Minneapolis, Minn.

Interested persons were afforded an opportunity to participate in the proposed rule making through the submission of comments. All comments received were favorable.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended, effective 0001 e.s.t., July 20, 1967, as hereinafter set forth.

Section 71.123 (32 F.R. 2009) is amended as follows:

1. In V-26 "12 AGL Farmington, Minn.; 12 AGL Eau Claire, Wis.;" is de-

leted and "12 AGL Flying Cloud, Minn.; 12 AGL INT Flying Cloud 081° and Eau Claire, Wis., 271° radials; 12 AGL Eau Claire, including a 12 AGL south alternate from Redwood Falls to Eau Claire via Farmington, Minn.;" is substituted therefor.

2. In V-148 all after "12 AGL Minneapolis, Minn.;" is deleted.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on May 17, 1967.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-5815; Filed, May 24, 1967; 8:47 a.m.]

[Airspace Docket No. 66-WA-39]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration and Revocation of Federal Airways and Alteration of Transition Areas

On April 25, 1967, F.R. Doc. No. 67-4500, was published in the FEDERAL REGISTER (32 F.R. 6390) effective 0001 e.s.t., June 22, 1967. In this document, V-184 was altered in part by adding "The airspace within R-5802 is excluded." at the end of the text. This exclusion is in error as V-184 is not in proximity to R-5802. Corrective action is taken herein.

Since this amendment is minor and editorial in nature, the Administrator has determined that notice and public procedure thereon is unnecessary and that the amendment may be made effective immediately.

In consideration of the foregoing, F.R. Doc. No. 67-4500 is amended, effective immediately, as hereinafter set forth.

In Item 1.h., "The airspace within R-5802 is excluded." is deleted.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on May 17, 1967.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-5816; Filed, May 24, 1967; 8:48 a.m.]

[Airspace Docket No. 66-WA-40]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Federal Airways and Transition Areas

On April 26, 1967, F.R. Doc. No. 67-4582, was published in the FEDERAL REG-

ISTER (32 F.R. 6434) and in part altered the description of V-159 effective 0001 e.s.t., June 22, 1967. In describing V-159, one segment was omitted. Corrective action is taken herein.

Since this amendment is minor and editorial in nature, the Administrator has determined that notice and public procedure hereon are unnecessary, and that the amendment may be made effective immediately.

In consideration of the foregoing, F.R. Doc. No. 67-4582 Item 1.a. is amended, effective immediately, as hereinafter set forth.

In V-159 "12 AGL INT St. Joseph 343° and Omaha, Nebr., 124° radials;" is deleted and "12 AGL INT St. Joseph 343° and Neola, Iowa, 157° radials; 12 AGL INT Neola 157° and Omaha, Nebr., 124° radials;" is substituted therefor.

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Washington, D.C., on May 17, 1967.

H. B. HELSTROM,
Chief, Airspace and Air Traffic Rules Division.

[F.R. Doc. 67-5817; Filed, May 24, 1967; 8:48 a.m.]

[Airspace Docket No. 67-SW-10]

PART 71—DESIGNATION OF FEDERAL AIRWAYS, CONTROLLED AIRSPACE, AND REPORTING POINTS

Alteration of Transition Area

The purpose of this amendment to Part 71 of the Federal Aviation Regulations is to alter the Grand Isle, La., transition area.

On March 29, 1967, a notice of proposed rule making was published in the FEDERAL REGISTER (32 F.R. 5292) stating that the Federal Aviation Agency proposed to alter the Grand Isle, La., transition area.

Interested persons were afforded an opportunity to participate in the rule making through submission of comments. An objection to the proposal was received from the Aircraft Owners and Pilots Association.

The Aircraft Owners and Pilots Association objected to the proposal to extend the 700-foot transition area from the 5-mile radius of Grand Isle Seaplane Base to 28 miles northeast of the Grand Isle VORTAC on the basis that the proposed transition area extension appeared excessive. Consideration was given to this objection and it was found that by raising the crossing altitude for the final approach fix of the proposed VOR/DME instrument approach procedure, the transition area extension could be reduced from 28 miles to 20 miles northeast of the VORTAC. This was coordinated with a representative of the

Aircraft Owners and Pilots Association who agreed that such reduction of the area would resolve their objection.

Since the change made in the proposed amendment is less restrictive in nature and imposes no additional burden on any person, further notice and public procedure thereon are unnecessary.

In consideration of the foregoing, Part 71 of the Federal Aviation Regulations is amended effective 0001 e.s.t. July 20, 1967, as herein set forth.

In § 71.181 (32 F.R. 2192) the Grand Isle, La., transition area is amended by adding "...", within 2 miles each side of the Grand Isle VORTAC 052° radial extending from the 5-mile radius area to the VORTAC, and within 2 miles each side of the Grand Isle VORTAC 050° radial extending from the 5-mile radius area to 20 miles northeast of the VORTAC."

(Sec. 307(a), Federal Aviation Act of 1958; 49 U.S.C. 1348)

Issued in Fort Worth, Tex., on May 16, 1967.

HENRY L. NEWMAN,
Director, Southwest Region.

[F.R. Doc. 67-5818; Filed, May 24, 1967; 8:48 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. C-1204]

PART 13—PROHIBITED TRADE PRACTICES

Elnora C. Kincaid and Broadway Hobby House

Subpart—Importing, selling or transporting flammable wear: § 13.1060 Importing, selling, or transporting flammable wear.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 67 Stat. 111, as amended; 15 U.S.C. 45, 1191) [Cease and desist order, Elnora C. Kincaid et al., Seattle, Wash., Docket C-1204, May 8, 1967]

Consent order requiring a Seattle, Wash., retailer of hobby and handicraft materials to cease importing or selling any highly flammable fabric dangerous to the wearer.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondent Elnora C. Kincaid, an individual doing business as Broadway Hobby House, or under any other trade name, and respondent's representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from:

(a) Importing into the United States; or

(b) Selling, offering for sale, introducing, delivering for introduction, transporting, or causing to be transported, in

commerce, as "commerce" is defined in the Flammable Fabrics Act; or

(c) Transporting or causing to be transported, for the purpose of sale or delivery after sale in commerce,

any fabric which, under the provisions of section 4 of the said Flammable Fabrics Act, as amended, is so highly flammable as to be dangerous when worn by individuals.

It is further ordered, That the respondent herein shall, within sixty (60) days after service upon her of this order, file with the Commission a report in writing setting forth in detail the manner and form in which she has complied with this order.

Issued: May 8, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-5805; Filed, May 24, 1967; 8:47 a.m.]

[Docket No. 8038]

PART 13—PROHIBITED TRADE PRACTICES

Graber Manufacturing Co., Inc., et al.

Subpart—Discriminating in price under section 2, Clayton Act—Price discrimination under 2(a): § 13.785 Terms and conditions.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 2, 49 Stat. 1526; 15 U.S.C. 13) [Cease and desist order, Graber Manufacturing Co., Inc., et al., Middleton, Wis., Docket 8038, May 2, 1967]

In the Matter of Graber Manufacturing Co., Inc., a Corporation; Joseph V. Graber, and Marie Graber, Individually and as Officers of Graber Manufacturing Co., Inc.; and Joseph V. Graber, Marie Graber, Copartners, Trading and Doing Business as Graber Co.

Consent order requiring a Middleton, Wis., manufacturer of drapery hardware and related products to cease discriminating in price among competing resellers of its products.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Graber Manufacturing Co., Inc., a corporation, and Joseph V. Graber and Marie Graber, individually and as officers of said corporation, and Joseph V. Graber and Marie Graber, copartners, trading and doing business as Graber Co., and their respective officers, employees, assignees, and representatives, directly or through any corporate or other device, in or in connection with the sale of curtain and drapery hardware, curtain and drapery hardware components, parts, and accessories, and related products in commerce, as commerce is defined in the Clayton Act, as amended, forthwith cease and desist 12 months from the date of service of this order from:

Discriminating, directly or indirectly, in the price of said products of like grade

and quality by selling to any purchaser at net prices higher than the net prices charged to any other purchaser who, in fact, competes with the purchaser paying the higher price in the resale and distribution of respondents' products.

It is further ordered, That the complaint be, and the same hereby is, dismissed as to respondent Arthur R. Jones.

It is further ordered, That the complaint be, and the same hereby is, dismissed as to respondent John N. Graber.

It is further ordered, That respondents Graber Manufacturing Co., Inc., a corporation, and Joseph V. Graber and Marie Graber, individually and as officers of said corporation, and Joseph V. Graber and Marie Graber, copartners, trading and doing business as Graber Co., shall, within sixty (60) days after the operative date of this order, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist as set forth in this order.

Issued: May 2, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-5806; Filed, May 24, 1967; 8:47 a.m.]

[Docket No. C-1203]

PART 13—PROHIBITED TRADE PRACTICES

Midwest Automation Training-Kansas City, Inc., and Jule M. Blum

Subpart—Advertising falsely or misleadingly: § 13.15 Business status, advantages, or connections; 13.15-30 Connections or arrangements with others; 13.15-70 Financing activities; 13.15-230 Plant and equipment; § 13.60 Earnings and profits; § 13.105 Individual's special selection or situation; § 13.115 Jobs and employment service. Subpart—Misrepresenting oneself and goods—Business status, advantages or connections: § 13.1395 Connections and arrangements with others; § 13.1417 Financing activities; § 13.1555 Size, extent or equipment; Misrepresenting oneself and goods—Goods: § 13.1615 Earnings and profits; § 13.1663 Individual's special selection or situation; § 13.1670 Jobs and employment.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Midwest Automation Training-Kansas City, Inc., et al., Kansas City, Mo., Docket C-1203, May 2, 1967]

Consent order requiring a Kansas City, Mo., correspondence school in electronic data processing to cease making deceptive claims as to employment and earnings for their graduates, exaggerating its equipment and facilities, making deceptive offers of interest free tuition loans, and falsely claiming affiliation with a large equipment manufacturer.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Midwest Automation Training-Kansas City, Inc., a corporation, and its officers, and Jule M. Blum, individually and as an officer of said corporation, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale, or distribution of courses of instruction in electronic data processing or any other subject, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that employment is being offered when the real purpose of the offer is to obtain leads to prospective purchasers of respondents' courses.

2. (a) Representing, directly or by implication, that respondents' school is well-established or that respondents possess the requisite equipment and facilities for providing the resident training which is a part of respondents' courses of instruction: *Provided, however*, That it shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that respondents' school is well-established and respondents have the physical facilities, equipment, instructional material, personnel, and other resources necessary to provide training of the quality needed to obtain the stated objectives of respondents' courses.

(b) Misrepresenting in any manner the length of time that respondents' school has been in existence.

3. (a) Representing, directly or by implication, that respondents provide a placement service: *Provided, however*, It shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that they operate an active and effective service to assist persons completing respondents' courses to obtain employment in the positions for which such persons have been trained.

(b) Representing, directly or by implication, that persons completing respondents' courses are assured of placement in the geographical area of their choice; or misrepresenting in any manner respondents' ability or facilities for assisting graduates in finding employment.

4. Representing, directly or by implication, that respondents provide interest free tuition loans; or representing in any manner that payment of the cost of respondents' courses in installments will involve no interest or other costs in addition to the cash price of the course.

5. Representing, directly or by implication, that when the cost of respondents' courses is to be paid in installments, payment need not be completed until after the resident training has been completed and the graduate has obtained employment: *Provided, however*, It shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that in each instance when such representation is made, an express provision to that effect is en-

dorsed on the enrollment contract and completion of payment is not required until after the course is completed and the graduate obtains employment.

6. Representing, directly or by implication, that respondents' school or courses have been accredited or approved by the International Business Machines Corp. (IBM) or respondents' school is sponsored by or in any other way affiliated with IBM; or misrepresenting in any manner the status or affiliation of respondents' salesmen, their representatives, or their school.

7. (a) Representing, directly or by implication, that there is any limitation on the number of persons who can be enrolled in respondents' courses: *Provided, however*, That nothing herein shall be deemed to prohibit respondents from making truthful and nondeceptive references to the maximum number of students who can be provided resident training at any given time.

(b) Misrepresenting in any manner the selectivity exercised by respondents in enrolling students in their courses.

8. (a) Representing, directly or by implication, that upon completion of respondents' courses, graduates will obtain employment with a starting salary of \$350 per month or any other specific salary or range of salaries: *Provided, however*, It shall be a defense in any enforcement proceeding instituted hereunder for respondents to establish that the represented starting salaries are typical of those obtained by such persons.

(b) Misrepresenting in any manner the earnings of persons completing respondents' courses of instruction.

It is further ordered, That respondents shall deliver, and obtain acknowledgment of receipt thereof, a copy of this order to all sales agents, representatives, or other persons who solicit enrollments in respondents' courses.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: May 2, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-5807; Filed, May 24, 1967;
8:47 a.m.]

[Docket No. 8704]

PART 13—PROHIBITED TRADE PRACTICES

Mercury Life and Health Co. et al.

Subpart—Advertising falsely or misleadingly: § 13.260 *Terms and conditions*: 13.260-40 Insurance coverage. Subpart—Misrepresenting oneself and goods—Goods: § 13.1760 *Terms and conditions*: 13.1760-40 Insurance coverage. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1905 *Terms and conditions*: 13.1905-40 Insurance coverage.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Mercury Life and Health Co. et al., San Antonio, Tex., Docket 8704, May 2, 1967]

In the Matter of Mercury Life and Health Co., a Corporation, Mercury United Advertising Corp., a Corporation, and Leonard Hyatt, Individually and as an Officer of Said Corporations

Consent order requiring a San Antonio, Tex., insurance company and its advertising affiliate to cease making claims as to the benefits provided by its insurance policies without disclosing conspicuously and in close proximity to these claims all the limitations contained in the policies.

The order to cease and desist, including further order requiring report of compliance therewith, is as follows:

It is ordered, That respondents Mercury Life and Health Co., a corporation, Mercury United Advertising Corp., a corporation, and their respective officers and Leonard Hyatt, individually and as an officer of each of said corporations, and respondents' agents, representatives, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of any insurance policy or policies, in commerce, as "commerce" is defined in the Federal Trade Commission Act, except in those States where respondents are licensed and regulated by State law to conduct the business of insurance, do forthwith cease and desist from:

Representing, directly or by implication:

1. That any policy may be continued in effect indefinitely or for any stated period of time unless full disclosure of any reduction in benefits or any other such provision, condition or limitation contained in the policy is made conspicuously, prominently and in sufficiently close conjunction with the representation as will fully relieve it of all capacity to deceive.

2. That any policy provides for indemnification against disability or loss due to sickness, disease, accident or death, in any amount or for any period of time, unless a statement of all the conditions, exceptions, restrictions, and limitations affecting the indemnification actually provided is set forth conspicuously, prominently and in sufficiently close conjunction with the representation as will fully relieve it of all capacity to deceive.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

Issued: May 2, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-5808; Filed, May 24, 1967;
8:47 a.m.]

[Docket No. 7946]

PART 13—PROHIBITED TRADE PRACTICES**Union Bag-Camp Paper Corp.**

Subpart—Acquiring corporate stock or assets: § 13.5 *Acquiring corporate stock or assets.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 7, 38 Stat. 731, as amended; 15 U.S.C. 18) [Modification of Order, Union Bag-Camp Paper Corp., New York, N.Y. Docket 7946, May 1, 1967]

In the Matter of Union Bag-Camp Paper Corp., a Corporation

Order modifying a divestiture order dated February 12, 1965, 30 F.R. 4125, requiring a manufacturer of paper products to divest itself of certain acquisitions by allowing an alternate plant to be divested.

The modified order to cease and desist, is as follows:

Now, therefore: *It is hereby ordered*, That Part VI of the order of February 12, 1965, be, and it hereby is, modified as follows:

It is further ordered, That Union Camp Corp. (formerly Union Bag-Camp Paper Corp.) shall divest itself within a period not exceeding twenty-one (21) months after the service upon it of this modified Part VI, absolutely and in good faith, subject to the prior approval of the Commission, of either (a) the corrugated box plant located at 10200 Miles Avenue, Cleveland, Ohio, or (b) alternatively the corrugated box plant located at Washington, Pa., (which latter plant was acquired by respondent as a result of its acquisition of River Raisin Paper Co.), including all assets, properties, rights, and privileges, tangible or intangible, which are now located at the plant so divested and used at said plant in the manufacture of corrugated shipping containers (including without limitation the machinery and equipment now used at said plant in such manufacture), in a manner contemplating the operation of the plant so divested by the purchaser as a going concern in the manufacture and sale of corrugated shipping containers.

Issued: May 1, 1967.

By the Commission.

[SEAL] JOSEPH W. SHEA,
Secretary.

[F.R. Doc. 67-5809; Filed, May 24, 1967; 8:47 a.m.]

Title 32—NATIONAL DEFENSE**Chapter XVII—Office of Emergency Planning****PART 1711—FEDERAL DISASTER ASSISTANCE FOR PROJECTS UNDER CONSTRUCTION**

- Sec.
1711.1 Purpose.
1711.2 Definitions.
1711.3 Requests for Federal assistance.
1711.4 Eligible projects.

- Sec.
1711.5 Criteria of eligible costs.
1711.6 Reimbursement.
1711.7 Application of certain sections of Part 1710.
1711.8 Effective date.

AUTHORITY: The provisions of this Part 1711 issued under sec. 9, Public Law 89-769, 80 Stat. 1316; E.O. 11051, 27 F.R. 9683, 3 CFR, 1959-1963 Comp.

§ 1711.1 Purpose.

The purpose of this part is to prescribe the standards and procedures to be followed in providing Federal assistance to repair, restore, or reconstruct any project of a State, county, municipal, or other local government agency for flood control, navigation, irrigation, reclamation, public power, sewage treatment, water treatment, watershed development, or airport construction which was damaged or destroyed as a result of a major disaster, and for the resulting additional eligible costs incurred to complete any such facility, which was in the process of construction or was completed but not accepted by the public operating authority when damaged or destroyed as a result of such major disaster, under section 9 of Public Law 89-769.

§ 1711.2 Definitions.

Except as otherwise stated, the following terms shall have the following meanings when used in the regulations in this part:

(a) *Act.* Public Law 89-769 enacted November 6, 1966, entitled "Disaster Relief Act of 1966."

(b) *Major disaster.* A major disaster as determined by the President pursuant to Public Law 81-875 entitled "An Act to authorize Federal assistance to States and local governments in major disasters, and for other purposes", approved September 30, 1950, as amended (42 U.S.C. 1855-1855g).

(c) *Applicant.* A State, county, municipal or other local government agency.

(d) *Contractor.* Any individual, partnership, corporation, agency, or other entity (other than an organization engaged in the business of insurance) performing work for an eligible applicant.

§ 1711.3 Requests for Federal assistance.

(a) After the declaration of a major disaster by the President of the United States, under the provisions of Public Law 81-875, Federal financial assistance shall be provided under the Act on the basis of project applications submitted by the State and local governments to the respective Regional Director pursuant to the Federal-State Disaster Assistance Agreement and in accordance with this part. The project application shall include the name and type of facility damaged, the type and estimated extent of damage, a detailed estimate of eligible work required and the cost thereof, the amount of funds being requested, the name(s) of the contractor(s) (if any) involved and complete technical data supporting the claim. The above information is to be furnished for each feature of a project.

(b) For major disasters occurring prior to the effective date of this part,

project applications under this part shall be submitted within 90 days of the effective date of this part. For all future disasters, project applications under this part shall be submitted not later than 90 days following the date of the President's declaration of a major disaster. If the circumstances of the disaster are such as to make the time limitation impracticable, the Regional Director may extend it for a reasonable period upon request. The filing of an application shall be without prejudice to any unresolved questions which may be pending between the applicant and the contractors.

(c) Every project application shall contain a certification by the Governor, or his authorized representative as designated in the Federal-State Disaster Assistance Agreement, that Federal financial assistance involved will be, or has been, expended in accordance with applicable law and regulations thereunder.

(d) The Regional Director shall, upon receipt of the request, direct an appropriate Federal agency to make an inspection at the site of the work, review available records, and provide an analysis of the claim and findings as to the work eligible under the Act. Upon receipt of the Federal agency analysis and findings, the Regional Director shall forward to the National Office his recommendation together with the project application and all supporting material. The Director, OEP, shall determine the amount of eligible work and approve the application not to exceed 50 percent of the cost thereof, or disapprove the application.

(e) If a project application is approved without change by the Director, signed copies thereof evidencing such approval shall be returned to the State.

(f) If the Director's approval of the project application is made subject to revisions or additional conditions, the project application may be given provisional approval and returned to the State (and through the State to the applicant, if applicable) for consent to such revisions or additional conditions. If the State (and applicant) accepts such revisions or additional conditions, it shall so signify by signing and returning the project application.

(g) If a project application is disapproved by the Director, the application shall be returned to the State with a statement of the reasons for such disapproval: *Provided*, If the project application is disapproved because of inadequacy of information, it may be resubmitted by the State within 30 days of the date of the return to the State for reconsideration by the Director.

§ 1711.4 Eligible projects.

An eligible project is any project of an eligible applicant for flood control, navigation, irrigation, reclamation, public power, sewage treatment, water treatment, watershed development, or airport construction (or a part of such facility), which was in the process of construction when damaged or destroyed by a major disaster. A project under construction by a Federal agency is not an eligible project within the meaning of the Act.

§ 1711.5 Criteria of eligible costs.

Eligible costs are defined to mean those costs determined by the Director of the Office of Emergency Planning as incurred or to be incurred in (a) restoring a public facility to substantially the same condition as existed prior to the damage resulting from the major disaster, and (b) completing construction not performed prior to the major disaster to the extent the increase of such costs over original construction costs is attributable to changed conditions resulting from the major disaster.

§ 1711.6 Reimbursement.

Reimbursement under this part shall be made through the State to the applicant which is constructing the public facility or for which it is being constructed, except that if the economic burden of the eligible costs of repair, restoration, reconstruction, or completion is incurred by a contractor, the applicant shall reimburse such contractor not to exceed 50 per centum of those costs. Reimbursement will be made under this part only after all eligible work is completed: *Provided*, That the Director may, at his discretion, approve periodic reimbursements based on progress of work. No reimbursement will be made to any party for damages caused by its own negligence.

§ 1711.7 Application of certain sections of Part 1710.

The following sections of Part 1710 of this chapter are applicable to this part: §§ 1710.2 (e), (g), (h), (i), and (j), 1710.3-1710.6, 1710.8, 1710.11, 1710.15, and such other provisions of Part 1710 of this chapter as may be consistent with the Act and the regulations in this part.

§ 1711.8 Effective date.

This part shall become effective on the 30th day following the date of publication in the FEDERAL REGISTER and shall apply with respect to any major disaster occurring after October 3, 1964.

Dated: May 19, 1967.

FARRIS BRYANT,
Director,
Office of Emergency Planning.

[P.R. Doc. 67-5894; Filed, May 24, 1967;
8:46 a.m.]

Title 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 151—SERVICE IN POST OFFICES

PART 154—CONDITIONS OF DELIVERY

PART 161—REGISTRY

Miscellaneous Amendments

The regulations of the Post Office Department are amended as follows:

I. In § 151.3(c) (1) (ii) the cubic-inch capacity under lockboxes and drawers in the table is revised to conform to the

cubic-inch capacity as standardized in 654.332d of the Postal Manual.

§ 151.3 Post office boxes.

(c) *Rental rates*—(1) *Main post offices.* . . .

(ii) *Schedule.* . . .

Lock boxes and drawers				
Size No.				
1	2	3	4	5
Cubic-inch capacity				
To 265	265 to	500 to	1000 to	2000 and over

NOTE: The corresponding Postal Manual section is 151.332b.

II. Section 154.9 is added which codifies procedures for handling registered mail in military services.

§ 154.9 Delivery to military organizations and naval vessels.

(a) *Units not operating military post offices.* Mail addressed to the Commanding General, Commander, Commanding Officer, staff sections, and other officials by title, and personnel of military organizations, except registered, numbered insured, and certified mail endorsed "restricted delivery", will be delivered to unit mail clerks or mail orderlies when such individuals have been designated on DD Form 285, "Appointment of Unit Mail Clerk or Mail Orderly" (see paragraph (c) of this section) to receipt for all mail addressed to the unit for which he is designated. If the unit mail clerk or mail orderly has been designated on DD Form 285 to receipt for ordinary mail only, then registered, numbered insured, and certified mail addressed to individuals by name may be delivered to the unit mail clerk or mail orderly only if authorized by the addressee on Form 3849, "Mail Arrival Notice" or 3801 "Standing Delivery Order."

(b) *Units operating military post offices.* All mail addressed to military organizations that operate military post offices will be delivered to the military postal clerks for further delivery when requested.

(c) *Restricted delivery mail.* Registered, numbered insured, and certified mail marked "Deliver to addressee only" will be delivered only to the person to whom addressed. However, such mail addressed to the Commanding General, Commander, Commanding Officer, staff sections, and other officials by name and title, may be delivered to an authorized agent named by him in writing. "Deliver to addressee only" mail addressed to other personnel will not be delivered to unit mail clerks or mail orderlies, except when the addressee is located at a point remote from the post office. In such instances, this mail may be delivered to

unit mail clerks or mail orderlies upon written request of the addressee.

(d) *Identification.* Unit mail clerks, mail orderlies, postal clerks, and assistant postal clerks must provide proper identification in order to obtain mail. DD Form 285 properly completed showing classes of mail that the bearer is authorized to receive, with the military identification card, or government issued identification bearing the individual's picture in the case of a civilian employee, will be required.

NOTE: The corresponding Postal Manual section is 154.9.

III. In Part 161 make the following changes:

A. In § 161.5, paragraph (c) is revised to restate the existing rule for additional clarity.

§ 161.5 Additional services and refunds.

(c) *Restricted delivery.* The sender may at the time of mailing direct that the registered article be delivered only to the addressee or to someone named by him in writing. This service is available only for articles addressed to natural persons specified by name. An additional fee is required. The mail will be endorsed "Deliver to Addressee Only or Deliver to Addressee or Order." After mailing and before delivery, the sender may direct such action by written order through the mailing postmaster. See also § 161.9(g).

NOTE: The corresponding Postal Manual section is 161.53.

B. In § 161.7 paragraph (b) is revised to relax the presently stated rule regarding sealing.

§ 161.7 Preparation for mailing.

(b) *Sealing.* The sender must securely seal envelopes. Self-sealing envelopes are not acceptable. Do not place paper or cellulose strips or wax or paper seals over the intersections of the flaps of letter size envelopes, where the postmark impressions are made. Wrap and seal packages with mullage or glue or with plain paper strips. Packages containing currency or securities may not be sealed exclusively by use of paper strips, but must first be sealed securely with mullage or glue. Large envelopes (flats) which are completely sealed and which also have paper strips or paper tape across the intersections of the flaps may be considered packages so far as the sealing requirements are concerned. Tape that will not adhere in such a manner as to damage the envelope or wrapper if removed, or tape which will not absorb a postmark impression, may not be used on registered mail.

NOTE: The corresponding Postal Manual section is 161.72.

C. In § 161.9 make the following changes:

1. Paragraph (a) is revised for clarification.

2. Paragraph (g) (5) is amended to provide for the handling of certain registered mail.

§ 161.9 Delivery.

(a) *Procedure.* The responsibility of the Postal Service for registered mail ends with its proper delivery. Mail for delivery by carriers is taken on the first trip after it is received unless the addressee has requested the postmaster to hold his mail at the post office. The addressee or person representing him may obtain the name and address of the sender, and may look at registered mail while it is held by the postal employee, before accepting delivery and signing the delivery receipt. Identification will be required if the applicant for registered mail is unknown. The mail will not be given to the addressee until the delivery receipt is obtained by the postal employee. If the signature on the delivery receipt is not legible, the delivering employee must print the name of the recipient on the receipt.

• • • • •
(g) *Restricted delivery.* • • • • •

(5) Registered mail addressed to the commander, staff sections, and other officials of military organizations by name and title will be delivered to the unit mail clerk, mail orderly, postal clerk, or assistant postal clerk in accordance with § 154.9(c) of this chapter.

• • • • •
NOTE: The corresponding Postal Manual sections are 161.91 and 161.97e, respectively.

As the foregoing amendments and revisions to Parts 151, 154, and 161 do not affect substantive rights, public rule making procedures, advance notice, as

well as a delayed effective date are unnecessary and would be contrary to the public interest.

(5 U.S.C. 301, 39 U.S.C. 501)

TIMOTHY J. MAY,
General Counsel.

MAY 19, 1967.

[F.R. Doc. 67-5793; Filed, May 24, 1967;
8:45 a.m.]

Title 7—AGRICULTURE

Chapter VII—Agricultural Stabilization and Conservation Service (Agricultural Adjustment), Department of Agriculture

SUBCHAPTER B—FARM MARKETING QUOTAS AND ACREAGE ALLOTMENTS

[Amdt. 16]

PART 722—COTTON

Subpart—Acreage Allotments for 1966 and Succeeding Crops of Upland Cotton

TRANSFER OF COTTON ACREAGE AFFECTED BY NATURAL DISASTER

Basis and purpose. This amendment is issued pursuant to the Agricultural Adjustment Act of 1938, as amended (52 Stat. 31, as amended; 7 U.S.C. 1281 et seq.). The purpose of this amendment is to designate additional counties in Tennessee that have been affected by a natural disaster within the meaning of

section 344(n) of the act for the 1967 crop.

In order that determinations with respect to transfer of acreage for the 1967 crop may be made prior to the end of the cotton planting season, it is essential that this amendment be made effective as soon as possible. Accordingly, it is hereby determined and found that compliance with the notice, public procedure, and 30-day effective date requirements of 5 U.S.C. 553 is impracticable and contrary to the public interest and this amendment shall be effective upon filing of this document with the Director, Office of the Federal Register.

Section 722.430(d) of the regulations for Acreage Allotments for 1966 and Succeeding Crops of Upland Cotton (31 F.R. 5300, as amended) is amended by adding the following additional counties to the list of designated counties in the State of Tennessee.

TENNESSEE

Dyer.

Lake.

(Secs. 344(n), 375; 78 Stat. 177, 52 Stat. 60, as amended; 7 U.S.C. 1344(n), 1375)

Effective date. Date of filing this document with the Director, Office of the Federal Register.

Signed at Washington, D.C., on May 23, 1967.

E. A. JAENKE,
Acting Administrator, Agricultural Stabilization and Conservation Service.

[F.R. Doc. 67-5904; Filed, May 24, 1967;
8:50 a.m.]

Proposed Rule Making

DEPARTMENT OF AGRICULTURE

Agricultural Research Service

[7 CFR Part 301]

FORMOSAN SUBTERRANEAN TERMITE

Notice of Public Hearing

Notice is hereby given in accordance with section 8 of the Plant Quarantine Act of August 20, 1912, as amended (7 U.S.C. 161), that the Deputy Administrator of the Agricultural Research Service has information that the Formosan subterranean termite (*Coptotermes formosanus* Shiraki), a dangerous insect new to and not heretofore widely prevalent or distributed within or throughout the United States, has recently been discovered in certain parts of Louisiana and Texas and is known to occur in Hawaii, Guam, and Midway Islands.

It is therefore proposed under the authority of said section 8 of the Plant Quarantine Act to quarantine the States of Hawaii, Louisiana, and Texas, and Guam and Midway Islands, and to restrict or prohibit the movement therefrom, or from any localities therein designated as infested with the Formosan subterranean termite, of timber and timber products, including but not limited to lumber, planks, poles, stumpwood, and pulpwood; soil; and any other products or articles or means of conveyance of any character whatsoever, not covered by the above, when it is determined by an inspector that they present a hazard of spread of the Formosan subterranean termite and the person in possession thereof has been so notified.

A public hearing will be held before a representative of the Agricultural Research Service in Room T 13003, New Federal Building, 701 Loyola Street, New Orleans, La., at 10 a.m., June 27, 1967, at which hearing any interested person may appear and be heard, either in person or by attorney, on the aforesaid proposals. Any interested person who desires to submit written data, views, or arguments on the proposals may do so by filing the same with the Director of the Plant Pest Control Division, Agricultural Research Service, U.S. Department of Agriculture, Federal Center Building, Hyattsville, Md. 20782, on or before June 27, 1967, or with the presiding officer at the hearing.

All written communications received pursuant to this notice will be made available for public inspection at times and places and in a manner convenient to the public business (7 CFR 1.27(b)).

Done at Washington, D.C., this 19th day of May 1967.

[SEAL]

E. P. REAGAN,
Acting Deputy Administrator,
Agricultural Research Service.

[F.R. Doc. 67-5800; Filed, May 24, 1967;
8:46 a.m.]

Consumer and Marketing Service

[7 CFR Parts 1067, 1102]

[Docket Nos. AO 222-A21, AO 237-A15]

MILK IN OZARKS AND FORT SMITH, ARK., MARKETING AREAS

Notice of Recommended Decision and Opportunity to File Written Exceptions on Proposed Amendments to Tentative Marketing Agreements and to Orders

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision with respect to proposed amendments to the tentative marketing agreements and orders regulating the handling of milk in the Ozarks and Fort Smith, Ark., marketing areas. Interested parties may file written exceptions to this decision with the Hearing Clerk, U.S. Department of Agriculture, Washington, D.C. 20250, by the 15th day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate. All written submissions made pursuant to this notice will be made available for public inspection at the office of the Hearing Clerk during regular business hours (7 CFR 1.27(b)).

Preliminary statement. The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreements and to the orders as amended, were formulated, was conducted at Fayetteville, Ark., on November 2, 1966, pursuant to notice thereof which was issued October 11, 1966 (31 F.R. 13395). The hearing was subsequently reopened on November 15, 1966, at St. Louis, Mo., pursuant to a notice issued November 4, 1966 (31 F.R. 14406). The hearing was further reopened with respect to Fort Smith only on January 26, and February 13, 1967, at Kansas City, Mo., pursuant to notices issued January 16, 1967 (32 F.R. 613) and February 2, 1967 (32 F.R. 2573) for the limited purpose of considering Class I prices and on February 28, 1967, at St.

Louis, Mo., pursuant to a notice issued January 24, 1967 (32 F.R. 1042) only with respect to inclusion of Baxter, Carroll, Fulton, Izard, Madison, Newton, Searcy, and Stone Counties, Ark., in the proposed merged Ozarks-St. Louis marketing area.

The material issues on the record of the hearing relate to:

1. A special Class I price for milk disposed of by Ozarks handlers in the Fort Smith marketing area or to Fort Smith handlers.
2. Definition of the Fort Smith marketing area.
3. Definition of the Ozarks marketing area.
4. Location differentials in the Fort Smith order.

Findings and conclusions. The following findings and conclusions on the material issues are based on evidence presented at the hearing and the record thereof:

1. **Class I price for milk disposed of by Ozarks handlers in the Fort Smith marketing area.** The proposal to apply a special price to Ozarks order milk disposed of in the Fort Smith marketing area is denied. Such pricing would not reflect economic conditions affecting supply and demand for such milk.

Cooperative associations proposed that the price for Class I milk disposed of by Ozarks handlers in the Fort Smith marketing area be increased to equal the Fort Smith order Class I price less cost of transportation from the plant of origin. While the details of this proposal would provide minor variations, depending on the method of handling the milk, the essential effect would be the same.

Proponents explained their belief in the need for such pricing on the basis of the competitive situation between Fort Smith and Ozarks order handlers. A Fort Smith handler complained that he is losing Class I sales to Ozarks order handlers both inside and outside the Fort Smith marketing area because of the lower Ozarks order price. The proposal was intended to raise the cost of Ozarks order Class I milk sold in Fort Smith, or sold to Fort Smith handlers, to equal the cost of Class I milk under the Fort Smith order.

The merits of the cooperative associations' proposal must be judged within the context of the statutory requirement of establishing milk prices which will assure an adequate supply of pure and wholesome milk for the market.

Milk supplies and Class I use under Fort Smith order. The quantity of milk regulated under the Fort Smith order is small relative to the quantity of milk regulated under orders in surrounding markets. The two handlers regulated by

the order are supplied by the Central Arkansas Milk Producers Association which also serves the Central Arkansas market. The association is able to arrange milk deliveries from members so that deliveries are closely related to handler needs in each market. The quantity of milk delivered to the Fort Smith handlers averaged 4 million pounds monthly in 1965 and 3.8 million pounds monthly in 1966. Total milk delivered to handlers in both the Fort Smith and Central Arkansas markets averaged 17.7 million pounds monthly in 1965 and 18.9 million pounds in 1966.¹

Class I disposition by Fort Smith handlers has been variable. The most recent trend of Class I disposition by Fort Smith handlers has been towards a lower level than in previous periods. A review of changes since the beginning of 1964 shows that about the same annual level was maintained during the 1964-65 2-year period, that monthly Class I disposition increased in the first 6 months of 1966 over the year before, and decreased in the last 6 months of 1966. Class I disposition in October, November, and December 1966 averaged about 14 percent less than in the same annual quarter 1 year before.

Competition from other markets. Competition for Class I disposition in the Fort Smith market and surrounding areas was the principal concern of producers and handlers at this hearing. Losses or gains in handlers' sales may be examined in terms of sales inside and outside the marketing area.

Fort Smith handlers' Class I disposition in the marketing area averaged about 1.9 and 1.8 million pounds monthly, in 1964 and 1965, respectively. In 1966, record data show in-area disposition for only the first 9 months. In the first 6 months, in-area Class I disposition averaged only slightly lower than in the same months the year before. Any substantial loss of sales would need to be judged by the last 3 months of record data, July, August, and September, in which in-market disposition by Fort Smith handlers was about 18 percent below a year previous. Out-of-area Class I disposition (about one-half of handlers' sales), however, remained about the same as in 1965.

The competitive situation is significantly affected by sales of handlers regulated under other orders. The Fort Smith market is within the perimeter of sales areas of plants regulated under the Central Arkansas, Ozarks, and Oklahoma Metropolitan markets.

Disposition of other order handlers in the marketing area has been highly variable, ranging from about 250,000 to 850,000 pounds in individual months since the first of 1964. Average monthly disposition in 1964 was about 520,000 pounds, and in 1965, about 430,000 pounds. In the first 9 months of 1966 the average was about 635,000 pounds. In August 1966, the month of highest other

order disposition, such sales amounted to 34.9 percent of in-area sales.

Since other order handlers provide a large proportion of the fluid milk sold in the Fort Smith marketing area and surrounding areas, such other order milk is a significant part of the supply situation. The availability of such other order milk and the price and other costs involved in bringing it to the market, are among the factors required to be considered in establishing the proper price needed to assure an adequate supply for this market.

The greater share of the other market disposition in and around the Fort Smith marketing area is by Ozarks order handlers. About 23 percent of the fluid milk sales in five counties surrounding the marketing area are made by Ozarks handlers.² For this reason, Ozarks order milk is an important influence in determining the price at which an adequate supply is obtainable for the Fort Smith market.

Ozarks milk supply and sales. The total producer milk supply in the Ozarks market increased to about 29.1 million pounds monthly in 1966 compared to 23.7 million pounds monthly in 1965.

Also, in relation to Class I sales of handlers, there was relatively more Ozarks producer milk under the order than in the prior year. During October, November, and December 1966, Class I use of producer milk was 74.6, 76.0, and 65.1 percent, respectively, compared to 84.0, 80.6, and 79.1 percent in the prior year.

Ozarks order plants which dispose of Class I milk in and around the Fort Smith marketing area are located in Fayetteville, Ark., and Springfield, Mo. It is clear, therefore, that the more ample milk supply in Southwest Missouri is a factor in the supply situation for the Fort Smith market, as well as the producer milk supply on the Fort Smith market.

The existence of this alternative supply for the Fort Smith market is particularly significant because of the price relationship of the two markets. During 1966 the Ozarks order Class I price (\$4.98) averaged \$0.93 per hundredweight less than the Fort Smith order Class I price (\$5.91). Inasmuch as the distance from Fort Smith to Springfield, Mo., is about 177 miles, the cost of transportation, reckoned at 1.5 cents per 10 miles, would be about 27 cents. Thus, the effective price difference for milk moved from Springfield, Mo., to Fort Smith was about \$0.66 per hundredweight. While the Ozarks order price at Fayetteville, Ark., is 25 cents higher than at Springfield, the transportation figure to Fort Smith (about 9 cents) is less, resulting in an effective price difference of about 59 cents per hundredweight.

Effects of proposal. The proposal to amend the Ozarks order would establish a price for Class I milk sold in the Fort Smith area significantly higher than the price at which Ozarks area milk is available under actual supply and demand

conditions. Also the proposal would insulate the Fort Smith supply-demand situation from the supply-demand situation in the Ozarks area. As a result, the proposed pricing technique would not truly reflect supply and demand conditions in either market.

In the Fort Smith market, the proposed pricing technique would obscure the demonstrated availability of alternative milk supplies from the Ozarks area at a lesser price than the existing Fort Smith Class I price. The availability of such less expensive supply from another market is particularly significant in this case, since the Fort Smith market is small relative to the other market. Further, the other market has quantities of reserve milk which conceivably could displace all present supplies of producer milk on the Fort Smith market. One of the Fort Smith handlers testified that he was able to arrange for a full supply of milk from sources outside the Fort Smith area.

In the Ozarks market, the proposed pricing would result in a certain portion of the milk being charged to handlers at a price higher than necessary to obtain an adequate supply for the market. The Ozarks market is amply supplied at the existing Class I price level, and accordingly a higher level for all or any portion of the milk would not be reflective of supply and demand conditions.

Producer representatives in the Fort Smith market placed reliance on the contention that the Fort Smith Class I price had been determined by the Department to be the correct price to obtain a supply of milk for that market. They argued that accordingly such price should apply to all milk sold in the market. They pointed out that the State of Arkansas is a deficit area producing less milk than is sold for fluid purposes.

Such argument, however, overlooks the consideration that changes in marketing conditions should be recognized in establishing the appropriate Class I price level. The influx of increased quantities of milk from less expensive sources is a significant change in conditions.

Under some circumstances, the Class I price in a market subject to competition from a lower priced market would adjust automatically through a supply-demand adjuster. While there is a supply-demand adjuster in this market, it is more largely affected by circumstances in the Central Arkansas and Memphis markets than by the situation in the Fort Smith market. This is because the volumes of milk receipts and Class I disposition included in the supply-demand adjustment computation are very largely milk regulated under the Central Arkansas and Memphis orders.

It is concluded that the proposal to price Ozarks order milk at the Fort Smith order Class I price, if sold in the Fort Smith marketing area, should be denied because such pricing would fail to reflect economic conditions effecting supply and demand for such milk.

While the situation complained of by proponents does not justify adoption of their proposal, it may indicate need to review the appropriateness of the existing

¹ Official notice is taken of market information published by the market administrator for the Fort Smith and Central Arkansas markets for the period 1964 through 1966.

² Crawford, Franklin, Logan, Scott, and Sebastian.

price level in Fort Smith. The notice of hearing and the record, however, do not provide a basis for dealing with this question.

2. *Fort Smith marketing area.* No change should be made at this time in the Fort Smith marketing area.

The notice of hearing contained a proposal to add 11 Arkansas counties to the Fort Smith marketing area. At the hearing, producer associations modified their proposal to include only the seven counties of Crawford, Franklin, Johnson, Logan, Scott, Sebastian, and Yell. No testimony was presented in support of adding Benton, Boone, and Washington Counties (presently part of the Ozarks marketing area) or Madison and Carroll Counties to the Fort Smith marketing area.

Within the area proposed to be regulated, most of the milk sold is now regulated under the Fort Smith order and other Federal milk orders. There is, however, one unregulated handler located at Paris, Ark., who would become regulated if the Fort Smith marketing area were expanded to include any one of the counties of Franklin, Logan, or Johnson.

Proponents did not show, however, that any serious problem of disorderly marketing exists in any of the counties proposed to be added to the Fort Smith marketing area. The concern about the operations of the handler presently unregulated pertained to his selling prices, but no information was given as to the prices he pays dairy farmers. In any event, his sales constitute a relatively minor percentage of total milk disposed of in any of the counties proposed for inclusion in the Fort Smith marketing area.

The question of proper regulation in this area has significance beyond the relationship of the proposed counties to the present Fort Smith market. Handlers under other orders, principally Ozarks, have substantial sales in these proposed counties. Further, much of the adjoining area to the north is involved in the proposed merger of the Ozarks and St. Louis orders on which decision is pending. The proper delineation of marketing areas in this region thus may well be affected by considerations beyond this record. Since this record does not contain urgent or compelling reasons for extension of the Fort Smith marketing area, no action is taken on this issue.

3. *Ozarks marketing area.* A handler proposed that the Ozarks marketing area be extended to include Baxter, Carroll, Fulton, Izard, Madison, Newton, Searcy, and Stone Counties, all in the State of Arkansas. In view of the reopening of this issue by the notice of hearing issued January 24, 1967, on proposed amendments to merge the St. Louis, Mo., and Ozarks milk orders, action regarding these eight counties is deferred.

4. *Location adjustments.* Location differentials should be incorporated in the order to apply to the Class I and uniform prices for milk received at plants located more than 50 miles from the county courthouse in Fort Smith.

Location adjustments have not applied under the Fort Smith order. As noted previously, Class I sales are made in the marketing area by plants at a considerable distance from the market. Presently such plants are regulated under other orders where location adjustments apply. If a plant located more than 50 miles from Fort Smith became regulated under the Fort Smith order as a result of changes in operations, a location adjustment should apply on Class I milk priced at the plant to allow for the cost of moving the milk to the marketing area.

Class I milk products, because of their bulky, perishable nature, incur a relatively high transportation cost if such products or the milk used to produce them are moved considerable distances. Milk delivered directly by farmers to plants in or near the urban centers in the defined marketing area, therefore, is worth more to a handler than milk which is received from farmers at a plant located many miles from the market. This is so because in the latter instance, the handler must incur the additional cost of moving that milk to the central market. Under these conditions, the value of producer milk delivered to plants located some distance from the market is reduced in proportion to the distance (and the cost of transporting such milk) from the point of receipt to the market. Providing location differentials based on the cost of moving milk to the market will insure uniform pricing to Fort Smith handlers regardless of the location where the milk is procured.

For milk received from producers at a plant located more than 50 miles by the shortest highway distance, as determined by the market administrator, from the county courthouse in Fort Smith, Ark., the Class I price should be reduced 1.5 cents for each 10 miles or fraction thereof that such plant is distant from the county courthouse in Fort Smith, Ark. Milk can move efficiently from farms to approved plants located within the area in which no location differential would be applicable.

The location differential rates herein proposed are economically sound and representative of the cost of transporting milk to market by efficient means. Also, they are compatible with those effective under other nearby Federal milk orders.

Uniform prices paid producers supplying plants at which location differentials apply should likewise be adjusted to reflect the value of milk f.o.b. the point to which delivered.

To insure that milk will not be moved unnecessarily at producers' expense, the order should contain a provision to determine whether milk transferred between plants may receive the Class I location differential credit. For the purpose of calculating such location differential credit, the skim milk and butterfat in fluid milk products transferred in bulk should be assigned to Class I disposition at the transferee plant which is in excess of the sum of receipts at such plant from producers and the pounds assigned as Class I to receipts from other order plants and unregulated supply plants.

The assignment of milk transferred in bulk would be made in sequence according to the location differential applicable at each plant, beginning with the plant nearest the county courthouse in Fort Smith, Ark.

Rulings on proposed findings and conclusions. Briefs and proposed findings and conclusions were filed on behalf of certain interested parties. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Recommended marketing agreement and order amending the order. The following order amending the order as amended regulating the handling of milk in the Fort Smith, Ark., marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended:

1. In § 1102.51, the introductory text preceding paragraph (a) is revised to read as follows:

§ 1102.51 Class prices.

Subject to the provisions of §§ 1102.52 and 1102.54, the minimum prices per hundredweight to be paid by each handler for milk received at his plant from producers during the month shall be as follows:

2. Add a new § 1102.54 to read as follows:

§ 1102.54 Location adjustment to handlers.

(a) For milk received from producers at an approved plant located more than 50 miles by the shortest highway distance, as determined by the market administrator, from the county courthouse in Fort Smith, Ark., which is classified as Class I milk or assigned Class I location adjustment credit pursuant to paragraph (b) of this section, the price computed pursuant to § 1102.51(a) shall be reduced at the rate of 1.5 cents for each 10 miles or fraction thereof that such plant is distant from the county courthouse in Fort Smith, Ark.; and

(b) For purposes of calculating such adjustment, transfers of fluid milk products between approved plants shall be assigned to Class I disposition at the transferee plant which is in excess of the sum of receipts at such plant from producers and the pounds assigned as Class I to receipts from other order plants and unregulated supply plants. Such assignment is to be made first to transferor plants at which no location adjustment credit is applicable and then in sequence beginning with the plant at which the least location adjustment would apply.

3. Section 1102.60 is revised to read as follows:

§ 1102.60 Producer-handlers.

Sections 1102.40 through 1102.46, 1102.50 through 1102.54, 1102.70 through 1102.72, 1102.80 through 1102.86, and 1102.90 through 1102.93 shall not apply to a producer-handler.

4. Section 1102.71 is revised to read as follows:

§ 1102.71 Computation of uniform prices for handlers.

For each of the months of August through February, the market administrator shall compute for each handler a uniform price per hundredweight for milk of 3.5 percent butterfat content received from producers as follows:

(a) Adjust the amount computed pursuant to § 1102.70 for each one-tenth percent that the average butterfat test of milk received from producers by such handler is less or more than 3.5 percent, an amount computed by multiplying such difference by the butterfat differential computed pursuant to § 1102.81 and multiplying the result by the total hundredweight of milk received from producers;

(b) Add the amount represented by any deductions made for eliminating fractions of a cent in computing the uniform price(s) for such handler for the preceding month;

(c) Add an amount equal to the sum of the deductions to be made for location differentials pursuant to § 1102.86; and

(d) Divide the resulting amount by the total hundredweight of milk received from producers by such handler. The result, less any fraction of a cent per hundredweight, shall be known as the uniform price for such handler for milk of 3.5 percent butterfat content.

5. In § 1102.72, paragraph (a) is revised to read as follows:

§ 1102.72 Computation of the uniform prices for base and excess milk for each handler.

(a) Follow the computations and adjustments provided for in § 1102.71 (a), (b), and (c);

6. In § 1102.80, paragraph (a) is revised to read as follows:

§ 1102.80 Time and method of payment.

(a) On or before the 15th day after the end of the month during which the milk was received, to each producer except as provided in paragraph (c) of this section, at not less than the appropriate uniform price(s) adjusted by the producer butterfat differential computed pursuant to § 1102.81, subject to the location adjustment to producers pursuant to § 1102.86, for all milk received from such producer during the preceding month less the amount of payment made pursuant to paragraph (b) of this section.

7. Add a new § 1102.86 to read as follows:

§ 1102.86 Location differentials to producers.

The uniform price for producer milk received at an approved plant shall be reduced according to the location of the approved plant, at the rates set forth in § 1102.54.

Signed at Washington, D.C., on May 22, 1967.

CLARENCE H. GIRARD,
Deputy Administrator,
Regulatory Programs.

[P.R. Doc. 67-5834; Filed, May 24, 1967;
8:49 a.m.]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[14 CFR Part 71]

[Airspace Docket No. 67-SW-18]

CONTROL ZONE

Proposed Alteration

The Federal Aviation Administration is considering amending Part 71 of the Federal Aviation Regulations to alter the Waco, Tex., control zone.

Interested persons may submit such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Chief, Air Traffic Division, Southwest Region, Federal Aviation Administration, Post Office Box 1689, Fort Worth, Tex. 76101.

All communications received within 45 days after publication of this notice in the *FEDERAL REGISTER* will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Chief, Air Traffic Division. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

The official docket will be available for examination by interested persons at the Office of the Regional Counsel, Southwest Region, Federal Aviation Administration, Fort Worth, Tex. An informal docket will also be available for examination at the Office of the Chief, Air Traffic Division.

The Waco, Tex. (Municipal Airport), control zone is described in § 71.171 (32 F.R. 2143).

Cancellation of two TACAN approaches to James Connally AFB, AL-579-TACAN-2 and JAL-579-TACAN-1, and application of revised criteria to other approaches has resulted in a change of the control zone airspace requirements.

It is proposed to redesignate the Waco, Tex., control zone as that airspace within a 5-mile radius of the Waco Municipal Airport (latitude 31°36'40" N., longitude 97°13'40" W.); within 2 miles each side of the Waco VORTAC 330° radial (321° magnetic), extending from the 5-mile radius zone to 8 miles northwest of the VORTAC; within 2 miles each side of the Waco ILS localizer north course, extending from the 5-mile radius zone to the OM; within a 5-mile radius of James Connally AFB (latitude 31°38'20" N., longitude 97°04'25" W.); within 2 miles each side of the Waco VORTAC 098° radial (089° magnetic) extending from the 5-mile radius zone to the VORTAC; within 2 miles each side of a 359° bearing (350° magnetic) from the Connally RBN extending from the 5-mile radius zone to the RBN, and within 2 miles each side of the James Connally TACAN 352° radial (343° magnetic) extending from the TACAN to 7 miles north.

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348).

Issued in Fort Worth, Tex., on May 11, 1967.

HENRY L. NEWMAN,
Director, Southwest Region.

[P.R. Doc. 67-5813; Filed, May 24, 1967;
8:47 a.m.]

[14 CFR Part 71]

[Airspace Docket No. 67-WE-26]

TRANSITION AREA

Proposed Alteration

The Federal Aviation Administration is considering an amendment to Part 71 of the Federal Aviation Regulations that

would alter the 1,200-foot portion of the Alamosa, Colo., transition area.

The FAA proposes to enlarge the Alamosa 1,200-foot transition area to protect a new holding pattern which will be established northwest of the 11 NM DME fix of the Alamosa VORTAC 339° T (326° M) radial. This new holding pattern will be used to laterally separate turboprop aircraft conducting shuttle climb/descent maneuvers within that holding pattern from over traffic on V-210.

Interested persons may participate in the proposed rule making by submitting such written data, views, or arguments as they may desire. Communications should be submitted in triplicate to the Director, Western Region, Attention: Chief, Air Traffic Division, Federal Aviation Administration, 5651 West Manchester Avenue, Post Office Box 90007, Airport Station, Los Angeles, Calif. 90009. All communications received within 30 days after publication of this notice in the FEDERAL REGISTER will be considered before action is taken on the proposed amendment. No public hearing is contemplated at this time, but arrangements for informal conferences with Federal Aviation Administration officials may be made by contacting the Regional Air Traffic Division Chief. Any data, views, or arguments presented during such conferences must also be submitted in writing in accordance with this notice in order to become part of the record for consideration. The proposal contained in this notice may be changed in the light of comments received.

A public docket will be available for examination by interested persons in the office of the Regional Counsel, Federal Aviation Administration, 5651 West Manchester Avenue, Los Angeles, Calif. 90045.

In consideration of the foregoing, the FAA proposes the following airspace action:

In § 71.181 (32 F.R. 2148) the Alamosa, Colo., transition area is amended by deleting all after " * * * that airspace extending upward from 1,200 feet above the surface * * * ", and substituting therefor, "within 7 miles west and 11 miles east of the Alamosa VORTAC 339° T (326° M) radial, extending from the VORTAC to 33 miles north, within 8 miles northeast and 5 miles southwest of the 127° T (114° M) and 307° T (294° M) radials, extending from 3 miles northwest to 12 miles southeast of the VORTAC."

This amendment is proposed under the authority of section 307(a) of the Federal Aviation Act of 1958, as amended (72 Stat. 749; 49 U.S.C. 1348).

Issued in Los Angeles, Calif., on May 16, 1967.

LEE E. WARREN,
Acting Director, Western Region.
[F.R. Doc. 67-5814; Filed, May 24, 1967;
8:47 a.m.]

CIVIL AERONAUTICS BOARD

[14 CFR Part 302]

[Docket No. 18487; PDR-25A]

LOCAL SERVICE CARRIERS

Servicing Expense; Supplemental Notice

MAY 19, 1967.

The Board in 32 F.R. 6714 and by circulation of PDR-25, dated April 25, 1967, gave notice that it had under consideration an amendment to Subpart K of Part 302 which would prescribe a new standardized method for use in Board proceedings for estimating the servicing expense of local service routes and route proposals. Interested persons were invited to participate in the rule making proceeding by submission of ten (10) copies of written data, views, or arguments to the Docket Section of the Board on or before June 1, 1967.

The 13 local service carriers have requested a 30-day extension of the time for submitting written comments because of the complexity of the proposal and the delay in circulating the booklet "Proposed Local Service Air Carriers' Unit Cost for Estimating Total Servicing Expense."

The undersigned finds that good cause has been shown for the extension of time requested. Accordingly, pursuant to authority delegated in sections 7.3C and 7.6 of Public Notice PN-15, dated July 3, 1961, the undersigned hereby extends the time for submitting comments to July 3, 1967.

All relevant communications received on or before July 3, 1967, will be considered by the Board before taking action on the proposed rules. Copies of these communications will be available for examination in the Docket Section, Room 710, Universal Building, 1825 Connecticut Avenue, NW., Washington, D.C., upon receipt thereof.

(Sec. 204(a) of the Federal Aviation Act of 1958, as amended, 72 Stat. 743; 49 U.S.C. 1324)

By the Civil Aeronautics Board.

[SEAL] ARTHUR H. SIMMS,
Associate General Counsel,
Rules and Rates Division.

[F.R. Doc. 67-5827; Filed, May 24, 1967;
8:48 a.m.]

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

[29 CFR Part 1602]

APPRENTICESHIP RECORDKEEPING

Notice of Proposed Rule Making

Notice of public hearing required by section 709(c), Title VII, Civil Rights Act of 1964, and of proposed rule making:

A. Notice of public hearing. Pursuant to the requirements of section 709(c), Title VII, Civil Rights Act of 1964, notice is hereby given that the Equal Employment Opportunity Commission will conduct a public hearing on Tuesday, June 20, 1967, at 10 a.m., e.d.t., in Room 1213, 1800 G Street NW., Washington, D.C., with respect to a proposed amendment to §§ 1602.20 and 1602.21 of Subpart E, Chapter XIV, Title 29 of the Code of Federal Regulations, which sections were the subject of a public hearing March 21, 1966, called pursuant to section 709(c), and are still under consideration by the Commission. The proposed recordkeeping regulation originally applied to joint labor-management committees controlling apprenticeship programs, and to employers and labor organizations in the construction industry operating apprenticeship programs other than joint labor-management programs. The proposed amendment extends the coverage of the recordkeeping regulation to all employers and labor organizations subject to Title VII that were not previously proposed for such coverage.

Interested persons are invited to participate in, and to present evidence, views, and arguments with respect to the proposed amendment at the said hearing. Pertinent statements from interested persons not desiring to participate in the hearing may be submitted in writing to the Director, Office of Research and Reports, Equal Employment Opportunity Commission, Washington, D.C. 20506, at any time prior to said hearing.

B. Notice of proposed rule making. Pursuant to the authority vested in it by section 709(c), 78 Stat. 623, the Equal Employment Opportunity Commission proposes that Title 29, Chapter XIV of the Code of Federal Regulations be amended by adding the following subparts to Part 1602 thereof:

Subpart E—Apprenticeship Recordkeeping

§ 1602.20 Records to be made or kept.

(b) Every employer, labor organization, and joint labor-management committee subject to Title VII which controls an apprenticeship program (regardless of any joint or individual obligation to file Report EEO-2) shall, beginning July 2, 1967, maintain a list in chronological order containing the names and addresses of all persons who have applied to participate in the apprenticeship program, including the dates on which such applications were received. (See sec. 709(c), Title VII, Civil Rights Act of 1964). Such list shall contain a notation of the sex of the applicant and of the applicant's identification as "Negro", "Spanish-speaking American", "American Indian", "Oriental", or "Other". The methods of making such identification are set forth in the proposed instructions accompanying Report EEO-2, section 6(c). (See 32 F.R. 2854).

(c) In lieu of maintaining the chronological list referred to in paragraph (b)

of this section, persons required to compile the list may maintain on file written applications for participation in the apprenticeship program: *Provided*, That the application form contains a notation of the date the form was received, the address of the applicant, and a notation of the sex, and racial or ethnic origin, of the applicant as described above.

§ 1602.21 Preservation of records made or kept.

(a) Notwithstanding the provisions of § 1602.14, every joint committee required to file Report EEO-2 shall preserve the chronological list of apprenticeship applicants referred to in § 1602.20 for a period of 5 years from the date of the most recent entry thereon or, in lieu thereof, shall preserve any formal applications submitted by applicants for 5 years from their receipt; and shall preserve any other records made solely for the purpose of completing Report EEO-2 for a period of 1 year from the due date of the report for which they were compiled. Every other person subject to § 1602.20 (b) or (c) shall preserve the list of applicants or forms, as the case may be, for a period of 2 years from the date the application was received.

STEPHEN N. SHULMAN,
Chairman.

MAY 19, 1967.

[P.R. Doc. 67-5803; Filed, May 24, 1967;
8:46 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 15]

[Docket No. 17364]

RADIO FREQUENCY DEVICES

Low Power Communication Devices; Order Extending Time for Filing Comments

In the matter of amendment of rules in Part 15, Subpart E—Low Power Communication Devices; Docket No. 17364, RM 449, RM 463.

The Commission has before it for consideration a request from the Door Operator and Remote Controls Manufacturers' Association (DORCMA) to extend the time for filing comments in this proceeding from May 22, 1967, to August 22, 1967.

The request states that DORCMA wishes to file comments in this proceeding and that its comments will be prepared by DORCMA's Technical Committee which is comprised of manufacturers from various locations around the country. DORCMA believes that substantial time will be required for the Technical Committee to assemble and develop these comments.

The comments of DORCMA should be of interest to the Commission in this proceeding and, accordingly, it appears that the public interest will be served by granting the extension of time requested. Furthermore, such an extension will provide additional time for other interested parties to prepare their comments.

Therefore, it is ordered, Pursuant to § 0.251(b) of the Commission's rules, that the time for filing comments in this proceeding is extended to August 22, 1967, and the time for filing reply comments is extended to September 7, 1967.

Adopted: May 18, 1967.

Released: May 18, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] BEN F. WAPLE,
Secretary.

[P.R. Doc. 67-5821; Filed, May 24, 1967;
8:48 a.m.]

FEDERAL HOME LOAN BANK BOARD

[12 CFR Part 545]

[No. 20,605]

FEDERAL SAVINGS AND LOAN SYSTEM

Branch Offices

MAY 18, 1967.

Resolved that, pursuant to Part 508 of the General Regulations of the Federal Home Loan Bank Board (12 CFR Part 508) and § 542.1 of the rules and regulations for the Federal Savings and Loan System (12 CFR 542.1), it is hereby proposed that § 545.14 of the rules and regulations for the Federal Savings and Loan System (12 CFR 545.14) be amended as follows:

Revise subparagraph (3) of paragraph (b) and subparagraph (1) of paragraph (c) of § 545.14, aforesaid, to read as follows:

§ 545.14 Branch office.

(b) Eligibility. * * *

(3) The association does not submit in support of its application evidence giving reasonable assurance that the proposed branch office, if approved, will be opened within 21 months after the date on which the application is filed, or, if the proposed branch office is to be located in a shopping center having not less than 400,000 square feet of shopping space, within 36 months after such date;

(c) Application form; supporting information. An application for permission to establish a branch office shall be in form prescribed by the Board. A Federal association may obtain from the Supervisory Agent the prescribed application form and "Outline of Information to be Submitted in Support of an Application for Permission to Establish (Maintain) a Branch Office." Information shall be furnished in support of the application in accordance with such outline designed to show: (1) There is or will be at the time the branch office is opened a necessity for the proposed branch office in the community to be served by it; * * *

(Sec. 5, 48 Stat. 132, as amended; 12 U.S.C. 1464; Reorg. Plan No. 3 of 1947, 12 F.R. 4981, 3 CFR, 1947 Supp.)

Resolved further that all interested persons are hereby given the opportunity to submit written data, views, or arguments on the following subjects and issues: (1) Whether said proposed amendment should be adopted as proposed; (2) whether said proposed amendment should be modified and adopted as modified; (3) whether said proposed amendment should be rejected. All such written data, views, or arguments must be received through the mail or otherwise at the Office of the Secretary, Federal Home Loan Bank Board, Federal Home Loan Bank Board Building, 101 Indiana Avenue NW., Washington, D.C. 20552, not later than June 30, 1967, to be entitled to be considered, but any received later may be considered in the discretion of the Federal Home Loan Bank Board.

By the Federal Home Loan Bank Board.

[SEAL] HARRY W. CAULSEN,
Secretary.

[P.R. Doc. 67-5835; Filed, May 24, 1967;
8:49 a.m.]

Notices

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[New Mexico 731]

NEW MEXICO

Notice of Classification

MAY 18, 1967.

Pursuant to section 2 of the Act of September 19, 1964 (43 U.S.C. 1412), the lands described below are hereby classified for disposal through exchange under section 8 of the Act of June 28, 1934 (48 Stat. 1272), as amended, for lands within the Gila National Forest, and are described as follows:

NEW MEXICO PRINCIPAL MERIDIAN

T. 3 N., R. 9 E.,
Sec. 5, lots 1 to 4, inclusive;
Sec. 6, lots 16, 20, 21, and S½ SE¼.
T. 4 N., R. 9 E.,
Sec. 1, lots 1 to 6, inclusive, and S½ NE¼;
Sec. 3, lot 1;
Sec. 10, SE¼ NE¼;
Sec. 11, lots 1, 2, 3, 5, 6, 7, 8, and 11;
Sec. 12, lots 1, 2, 3, and SW¼ SW¼;
Sec. 13, lots 5, 6, 7, 8, 9, 10, 12, and SE¼ SE¼;
Sec. 14, lots 5 and 6;
Sec. 23, lot 1;
Sec. 24, lots 1, 2, 3, 4, 6, E½ NE¼, SW¼ NE¼, and SE¼ SE¼;
Sec. 25, lots 1, 2, 3, 4, and NE¼ NE¼;
Sec. 34, NE¼.
T. 5 N., R. 9 E.,
Sec. 14, S½ NW¼ and SW¼;
Sec. 15, SE¼ NE¼;
Sec. 22, NE¼ NE¼, S½ NE¼, and N½ SE¼;
Sec. 23, W½;
Sec. 25, S½;
Sec. 26, W½ and SE¼;
Sec. 27, NE¼, SE¼ NW¼, and E½ SE¼;
Sec. 33, SE¼ NE¼;
Sec. 35, E½, E½ W½, SW¼ NW¼, and SW¼ SW¼.
T. 4 N., R. 10 E.,
Sec. 4, lots 3 and 4;
Sec. 5, lots 2, 3, SE¼ NE¼, and N½ SE¼;
Sec. 6, lots 4, 5, 6, and 10;
Sec. 7, lots 4, 5, NE¼, NE¼ SW¼, N½ SE¼, and SW¼ SE¼;
Sec. 17, lot 2, SW¼ NW¼ and W½ SW¼;
Sec. 18, lots 1 to 12, inclusive;
Sec. 19, lots 1, 2, 3, 4, 7, 8, and SW¼ NE¼;
Sec. 29, SW¼ and W½ SE¼;
Sec. 30, lots 1, 2, 3, 4, and E½ SE¼.
T. 5 N., R. 10 E.,
Sec. 29, lot 4;
Sec. 30, lots 4 to 9, inclusive;
Sec. 31, lots 1, 2, 4, 7, NE¼, E½ NW¼, and N½ SE¼;
Sec. 33, S½ NE¼, SE¼ SW¼, E½ SE¼, and SW¼ SE¼;
Sec. 34, SW¼ NW¼.
T. 2 N., R. 18 E.,
Sec. 1, SE¼ NW¼ and NE¼ SW¼;
Sec. 6.
T. 3 N., R. 18 E.,
Sec. 7;
Sec. 8, W½ W½, SE¼ SW¼, and S½ SE¼;
Sec. 9, SW¼;
Sec. 14, W½ NW¼ and NW¼ SW¼;
Sec. 15, S½ SW¼;
Sec. 17, NE¼, W½ W½, and SE¼ NW¼;
Sec. 18, NE¼, NE¼ NW¼, E½ SE¼ NW¼, SE¼ SW¼, NE¼ SE¼, E½ NW¼ SE¼, and S½ SE¼;

Sec. 22, W½ E½;
Sec. 26, SW¼ SW¼;
Sec. 27, SE¼ SE¼;
Sec. 35, NE¼ NW¼.
T. 4 N., R. 18 E.,
Sec. 31, SE¼ SW¼.
T. 2 N., R. 19 E.,
Sec. 7, E½ SE¼.
T. 3 N., R. 19 E.,
Sec. 5, lot 4, SW¼ NW¼, and SW¼;
Sec. 31, lots 3, 4, and E½ SW¼.
T. 22 S., R. 16 W.,
Sec. 17, E½, E½ W½, NE¼ NW¼ SW¼, NE¼ NW¼ NW¼ SW¼, S½ NW¼ NW¼ SW¼, S½ NW¼ SW¼, and SW¼ SW¼;
Sec. 19;
Sec. 21, N½ N½, SW¼ NE¼, S½ NW¼, NE¼ SW¼, and S½ S½;
Sec. 22, NE¼ and E½ SE¼;
Sec. 34, N½, N½ S½, and SW¼ SE¼.
T. 23 S., R. 17 W.,
Sec. 23, SE¼;
Sec. 26, NW¼;
Sec. 27, SE¼.
T. 23 S., R. 17 W.,
Sec. 31, NE¼.
T. 23 S., R. 18 W.,
Sec. 23, NE¼ NE¼;
Sec. 24, N½, NE¼ SW¼, and SE¼.
T. 19 S., R. 17 E.,
Sec. 22, SE¼ NW¼;
Sec. 26, SE¼;
Sec. 27, NE¼ NW¼, S½ NW¼, and N½ SW¼;
Sec. 33, W½;
Sec. 34, NW¼;
Sec. 35, NE¼.
T. 25 S., R. 33 E.,
Sec. 34, E½ SE¼.
T. 26 S., R. 33 E.,
Sec. 3, E½ NE¼;
Sec. 4, S½ S½.
T. 25 S., R. 35 E.,
Sec. 1, lots 3, 4, S½ NW¼, and SW¼;
Sec. 14, NE¼ SE¼;
Sec. 23, E½;
Sec. 24, N½ SE¼.
T. 25 S., R. 36 E.,
Sec. 4;
Sec. 5, lots 1, 2, S½ NE¼, and SE¼;
Sec. 8, NE¼;
Sec. 25, E½ SE¼;
Sec. 26, E½ E½ SE¼.
T. 25 S., R. 37 E.,
Sec. 30, lots 3, 4, and E½ SW¼;
Sec. 31, lots 1, 2, 3, 4, and E½ W½.
T. 26 S., R. 37 E.,
Sec. 6, lot 1, NE¼, and E½ NW¼.

The areas described aggregate 18,845.09 acres.

For a period of 30 days, interested parties may submit comments to the Secretary of the Interior, LLM, 721, Washington, D.C. 20240, (43 CFR 2411.12(d)).

W. J. ANDERSON,
State Director.

[F.R. Doc. 67-5810; Filed, May 24, 1967; 8:47 a.m.]

[Oregon 011382-011394, inclusive]

OREGON

Notice of Classification

MAY 10, 1967.

1. Pursuant to section 2 of the Act of September 19, 1964 (43 U.S.C. 1412), the

lands described below are hereby classified for disposal through selection by the State of Oregon under provisions of sections 2275 and 2276 of the Revised Statutes (43 U.S.C. 851, 852), as amended. The selection is in lieu or as indemnity for an equal acreage of land lost to the State by reservation or appropriation prior to survey or because of other deficiencies. Under the laws of the State of Oregon, the lands would become Common School Forest Lands and would be managed for public purposes under sustained yield forestry principles.

2. No adverse comments were received following publication of notice of proposed classification (32 F.R. 3891), or at the public hearing held on April 14, 1967, at Portland, Ore. The record showing the comments received and other information is on file and can be examined in the Land Office, Bureau of Land Management, 729 Northeast Oregon Street, Portland, Ore.

3. The lands affected by this classification are located in Benton, Clatsop, Coos, Douglas, Lincoln, Marion, Polk, and Tillamook Counties and are described as follows:

WILLAMETTE MERIDIAN

T. 10 S., R. 7 W.,
Sec. 6;
Sec. 8, SE¼;
Sec. 18, NE¼ SW¼ and SE¼ SE¼.
T. 4 N., R. 8 W.,
Sec. 14, lots 5 and 6.
T. 2 S., R. 8 W.,
Sec. 30, lots 3 and 4, E½ SW¼, and S½ SE¼.
T. 9 S., R. 8 W.,
Sec. 28, S½ S½;
Sec. 30, NE¼ SW¼;
Sec. 33, N½ NE¼.
T. 10 S., R. 8 W.,
Sec. 2, SE¼ NE¼;
Sec. 4, lots 2, 3, and 4, SW¼ NE¼, S½ NW¼, NW¼ SW¼, and SE¼ SE¼;
Sec. 8, E½ NE¼;
Sec. 10, NE¼;
Sec. 14, E½ NE¼.
T. 11 S., R. 8 W.,
Sec. 14, SW¼ SW¼;
Sec. 26, NW¼ SW¼ and S½ SW¼;
Sec. 28, N½ NW¼;
Sec. 30, lot 1, NE¼ NW¼, and NE¼;
Sec. 32, E½ NE¼;
Sec. 34, SE¼ NE¼ and S½ S½.
T. 12 S., R. 8 W.,
Sec. 4, lots 3 and 4;
Sec. 6, SE¼ NE¼ and E½ SE¼.
T. 1 N., R. 9 W.,
Sec. 19, lots 3, 4, E½ SW¼, and E½ SE¼;
Sec. 20, NW¼ NE¼, S½ NE¼, W½, and SE¼;
Sec. 21, W½ SW¼ and SE¼ SW¼;
Sec. 22, SW¼ and S½ SE¼;
Sec. 27, N½ NE¼, SW¼ NE¼, and NW¼;
Sec. 28, W½;
Sec. 29, NE¼ and S½;
Sec. 30;
Sec. 32, N½ NE¼ and NE¼ NW¼;
Sec. 33, N½ NW¼.
T. 5 N., R. 9 W.,
Sec. 27, NW¼ NE¼;
Sec. 34, NE¼ NE¼.
T. 11 S., R. 9 W.,
Sec. 34, SE¼ NE¼ and E½ SE¼.

T. 1 N., R. 10 W.,
Sec. 23, S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 25, SE $\frac{1}{4}$.
T. 24 S., R. 11 W.,
Sec. 16, E $\frac{1}{2}$ SW $\frac{1}{4}$;
Sec. 20, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 30, lot 1.
T. 22 S., R. 12 W.,
Sec. 24, lots 2, 3, and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and W $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 25, lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, and
SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 26, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 27, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 35, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, and NW $\frac{1}{4}$
NW $\frac{1}{4}$.
T. 7 S., R. 2 E.,
Sec. 34, SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$.
T. 9 S., R. 3 E.,
Sec. 24, E $\frac{1}{2}$ SE $\frac{1}{4}$.

The areas described aggregate 8,193.14 acres.

4. For a period of 30 days from date of publication in the FEDERAL REGISTER, interested parties may submit comments to the Secretary of the Interior, LLM, 721, Washington, D.C., 20240.

G. H. RUDD,
Acting State Director.

[F.R. Doc. 67-5789; Filed, May 24, 1967;
8:45 a.m.]

[Serial No. U-2922]

UTAH

Notice of Proposed Classification of Public Lands for Multiple Use Management

MAY 19, 1967.

1. Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411-18), and to the regulations in Title 43 CFR Parts 2410 and 2411, it is proposed to classify for multiple use management the public lands within the area described below together with any lands therein that may become public lands in the future. Publication of this notice has the effect of segregating all the public lands in the area described below from appropriation only under the agricultural land laws (43 U.S.C. Parts 7 and 9; 25 U.S.C. 334), from sales under section 2455 of the Revised Statutes (43 U.S.C. 1171), and from State and private exchanges under section 8 of the Act of June 28, 1934 (48 Stat. 1272), as amended by section 3 of the Act of June 26, 1936 (49 Stat. 1976; 43 U.S.C. 315g), and the lands shall remain open to all other applicable forms of appropriation including the mining and mineral leasing laws. As used herein "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. The lands proposed to be classified are those administered by the Bureau of Land Management within the following described area:

All lands in Wayne and Garfield counties lying between the Dirty Devil River and the Green and Colorado rivers, exclusive of Canyonlands National Park and the extension thereto proposed by Senate Bill 26 of

January 11, 1967, aggregating approximately 579,300 acres of public land.

3. For a period of 60 days from the date of publication of this notice in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with this proposed classification may present their views in writing to the Price District Manager, Bureau of Land Management, 900 North Seventh East, Price, Utah 84501, or to the State Director, Bureau of Land Management, Federal Building, Salt Lake City, Utah 84111.

4. Maps depicting these lands are on file and may be reviewed at the Bureau of Land Management's district office at Price and the State Office, Federal Building, Salt Lake City, Utah.

5. A public hearing on this proposed classification, at which statements in support of or opposition to the proposal may be presented, will be held on June 22, 1967 at 1 p.m. in the Wayne High School at Bicknell, Utah.

R. D. NIELSON,
State Director.

[F.R. Doc. 67-5790; Filed, May 24, 1967;
8:45 a.m.]

[Serial No. U-2923]

UTAH

Notice of Proposed Classification of Public Lands for Multiple Use Management

MAY 19, 1967.

1. Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411-18), and the regulations in Title 43 CFR Parts 2410 and 2411, it is proposed to classify for multiple use management the public lands within the area described below together with any lands therein that may become public lands in the future. Publication of this notice has the effect of (a) segregating all the public lands in the area described below from appropriation only under the agricultural land laws (43 U.S.C., Parts 7 and 9; 25 U.S.C. 334), and from sale under section 2455 of the Revised Statutes (43 U.S.C. 1171), and (b) further segregating the lands described in paragraph 3 of this notice from operation of the general mining laws (30 U.S.C. 21). Except as provided in (a) and (b) above, the lands shall remain open to all other applicable forms of appropriation including the mining and mineral leasing laws. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. The public lands proposed to be classified are those lands administered by the Bureau of Land Management within that portion of the following described area which lies in Tooele County:

SALT LAKE MERIDIAN, UTAH

Tps. 1-3 N., Rs. 7-19 W.
Tps. 1-4 S., Rs. 7-19 W.
Tps. 5-10 S., Rs. 3-20 W.

The area described contains approximately 1,910,000 acres.

3. Publication of this notice also has the effect of segregating the lands described below from entry or location under the General Mining Laws, but not the Mineral Leasing Laws:

SALT LAKE MERIDIAN, UTAH

T. 5 S., R. 3 W.,
Sec. 19, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$
SW $\frac{1}{4}$ SW $\frac{1}{4}$, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.
T. 5 S., R. 4 W.,
Sec. 5, lot 5, and NE $\frac{1}{4}$ NE $\frac{1}{4}$.
T. 7 S., R. 4 W.,
Sec. 15, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
T. 8 S., R. 7 W.,
Sec. 12, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 13, E $\frac{1}{2}$ NE $\frac{1}{4}$.
T. 9 S., R. 8 W.,
Sec. 7, lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SE $\frac{1}{4}$;
Sec. 17, W $\frac{1}{2}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Sec. 18, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$,
NE $\frac{1}{4}$ SW $\frac{1}{4}$, and N $\frac{1}{2}$ SE $\frac{1}{4}$.
T. 9 S., R. 17 W.,
Sec. 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
T. 10 S., R. 9 W.,
Sec. 18, NE $\frac{1}{4}$ NE $\frac{1}{4}$.

The area described contains 1,060.84 acres.

4. For a period of 60 days from the date of publication of this notice in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with this proposed classification may present their views in writing to the Salt Lake District Manager, Bureau of Land Management, 1750 South Redwood Road, Salt Lake City, Utah 84104, or to the State Director, Bureau of Land Management, Federal Building, Salt Lake City, Utah 84111.

5. Maps depicting these lands are on file and may be reviewed at the Bureau of Land Management District Office at Salt Lake City, Utah, and the State Office, Federal Building, Salt Lake City, Utah.

6. A public hearing on this proposed classification will be held on June 13, 1967 at 1 p.m. in the courtroom of the Tooele County Courthouse, Tooele, Utah. At this time, statements in support of or opposition to the proposal may be presented.

R. D. NIELSON,
State Director.

[F.R. Doc. 67-5791; Filed, May 24, 1967;
8:45 a.m.]

[Serial No. U-2924]

UTAH

Notice of Proposed Classification of Public Lands for Multiple Use Management

MAY 19, 1967.

1. Pursuant to the Act of September 19, 1964 (78 Stat. 986; 43 U.S.C. 1411-18), and to the regulations in Title 43 CFR Parts 2410 and 2411, it is proposed to classify for multiple use management the public lands within the area described below, together with any lands therein that may become public lands in the future. Publication of this notice has the effect of segregating the public lands in the area described below from appropriation only under the agricultural land laws (43 U.S.C., Parts 7 and 9; 25 U.S.C.

334), and from sales under section 2455 of the Revised Statutes (43 U.S.C. 1171). The land shall remain open to all other applicable forms of appropriation including the mining and mineral leasing laws. As used herein, "public lands" means any lands withdrawn or reserved by Executive Order No. 6910 of November 26, 1934, as amended, or within a grazing district established pursuant to the Act of June 28, 1934 (48 Stat. 1269), as amended, which are not otherwise withdrawn or reserved for a Federal use or purpose.

2. The lands proposed to be classified are those lands administered by the Bureau of Land Management within the following described area which lies approximately 13 to 32 miles south of Roosevelt, Utah, in the southeast corner of Duchesne County and the west central portion of Uintah County:

Beginning at the point where the Uintah and Ouray Indian Reservation intersects the Green River in T. 9 S., R. 19 E., sec. 11, SLM; thence westerly and southerly along the Uintah and Ouray Indian Reservation boundary to a point where the Ashley National Forest boundary intersects the west line of sec. 27, T. 9 S., R. 15 E., SLM; thence south along the national forest boundary to the point where the national forest boundary intersects the west line of lot 3, sec. 16, T. 10 S., R. 15 E., SLM; thence south about one-quarter mile to the north quarter corner of sec. 21, T. 10 S., R. 15 E., SLM; thence east one-quarter mile; south one-quarter mile; east one-quarter mile; south one-half mile; east one-quarter mile; south one-quarter mile to the southeast corner sec. 21, T. 10 S., R. 15 E., SLM; thence south one-half mile; west one-quarter mile; south three-quarters mile; west one-quarter mile; south one-half mile; east one-quarter mile; south about one-quarter mile; thence east to the northeast corner sec. 4, T. 11 S., R. 15 E., SLM; thence south about 1 mile to the southwest corner sec. 3, T. 11 S., R. 15 E., SLM; thence east three-quarters mile; south one-quarter mile; east three-quarters mile; south one-quarter mile; east one-half mile; south one-quarter mile; east one-half mile; south one-quarter mile; east one-quarter mile; north one-quarter mile; east one-quarter mile; north one-quarter mile to the east quarter corner sec. 12, T. 11 S., R. 15 E., SLM; thence east about three-quarters mile; north one-quarter mile; east one-half mile; north one-quarter mile; east one-half mile; north one-quarter mile; east three-quarters mile; south one-quarter mile; east one-quarter mile; south one-quarter mile; east one-half mile; south one-quarter mile; east three-quarters mile; south one-quarter mile; east 1 mile; south one-quarter mile to the southeast corner sec. 11, T. 11 S., R. 16 E., SLM; thence south one-quarter mile; east 1 mile; north one-quarter mile; east about 1 mile; south one-quarter mile; east one-quarter mile; south one-quarter mile; east one-quarter mile; south one-quarter mile; east one-half mile; south one-quarter mile to the southwest corner sec. 16, T. 11 S., R. 17 E., SLM; thence east one-half mile; south one-quarter mile; east one-quarter mile; south one-quarter mile; east one-quarter mile; north one-quarter mile; east three-quarters mile; north one-quarter mile; east one-quarter mile; north one-quarter mile; east one-quarter mile; west one-quarter mile; north one-half mile; east three-quarters mile; south one-quarter mile; east 1 mile; south one-quarter mile; east one-half mile; north one-half mile;

east three-quarters mile; south three-quarters mile; to the south quarter corner sec. 17, T. 11 S., R. 18 E., SLM; thence south three-quarters mile; thence west one-quarter mile; south one-half mile; east three-quarters mile; north one-quarter mile; east approximately one-half mile to a point on the Green River, said point being located near the northeast corner of lot 3, sec. 28, T. 11 S., R. 18 E., SLM; thence northerly along the Green River to point of beginning.

The area described aggregates approximately 198,180 acres of public land.

3. For a period of 60 days from the date of publication of this notice in the FEDERAL REGISTER, all persons who wish to submit comments, suggestions, or objections in connection with this proposed classification may present their views in writing to the Vernal District Manager, Bureau of Land Management, 89 West Main Street, Vernal, Utah 84078, or to the State Director, Bureau of Land Management, Federal Building, Salt Lake City, Utah 84111.

4. Maps depicting these lands are on file and may be reviewed at the Bureau of Land Management's District Office at Vernal and the State Office, Federal Building, Salt Lake City, Utah.

5. A public hearing on this proposed classification will be held on June 15, 1967, at 7:30 p.m. in the courtroom of the Duchesne County Courthouse, Duchesne, Utah.

R. D. NIELSON,
State Director.

[F.R. Doc. 67-5792; Filed, May 24, 1967;
8:45 a.m.]

DEPARTMENT OF THE TREASURY

Internal Revenue Service

ROBERT JOHN JACOX

Notice of Granting of Relief Pursuant to Federal Firearms Act

Notice is hereby given that Robert John Jacox, Post Office Box 76, Rochester, Wash., has applied, pursuant to section 10 of the Federal Firearms Act (15 U.S.C. 910), for relief from disabilities under the Act incurred by reason of his conviction, October 10, 1932, on a plea of guilty for a crime punishable by imprisonment for a term exceeding 1 year. Unless relief is granted, it will be unlawful for Robert John Jacox, because of such conviction, to ship, transport, or cause to be shipped or transported in interstate or foreign commerce any firearms or ammunition or to receive firearms or ammunition so shipped, and he would be prevented from obtaining a license under the Act as a firearms dealer or firearms manufacturer. Notice is further given that having considered Robert John Jacox's application and by reason of having found that:

(1) The conviction was made upon a charge which did not involve the use of a firearm or other weapon or a violation of the Federal Firearms Act of the National Firearms Act; and

(2) The circumstances surrounding the conviction and the applicant's record and reputation subsequent to his con-

viction in 1932 are such that the granting of the relief sought would not be contrary to the public interest:

It is ordered, That, pursuant to the authority vested in the Secretary of the Treasury by section 10 of the Federal Firearms Act (15 U.S.C. 910) and delegated to me by Treasury Decision 6897, as set out in § 177.31(c) of Internal Revenue Regulations (26 CFR 177.31(c)), that Robert John Jacox be, and he hereby is, granted relief from any and all disabilities under the Federal Firearms Act, as amended, incurred by reason of the conviction hereinabove described.

Signed at Washington, D.C., this 17th day of May 1967.

[SEAL] SHELDON S. COHEN,
Commissioner of Internal Revenue.

[F.R. Doc. 67-5833; Filed, May 24, 1967;
8:49 a.m.]

DEPARTMENT OF AGRICULTURE

Office of the Secretary

CALIFORNIA

Designation of Areas for Emergency Loans

For the purpose of making emergency loans pursuant to section 321 of the Consolidated Farmers Home Administration Act of 1961 (7 U.S.C. 1961), it has been determined that in the hereinafter-named counties in the State of California natural disasters have caused a need for agricultural credit not readily available from commercial banks, cooperative lending agencies, or other responsible sources.

CALIFORNIA

Calaveras.	Stanislaus.
Contra Costa.	Sutter.
Sacramento.	Tuolumne.
San Joaquin.	Yolo.
Solano.	Yuba.

Pursuant to the authority set forth above, emergency loans will not be made in the above-named counties after December 31, 1967, except to applicants who previously received emergency or special livestock loan assistance and who can qualify under established policies and procedures.

Done at Washington, D.C., this 19th day of May 1967.

ORVILLE L. FREEMAN,
Secretary.

[F.R. Doc. 67-5802; Filed, May 24, 1967;
8:46 a.m.]

DEPARTMENT OF COMMERCE

Business and Defense Services Administration

UNIVERSITY OF PENNSYLVANIA ET AL.

Notice of Applications for Duty-Free Entry of Scientific Articles

The following are notices of the receipt of applications for duty-free entry of

scientific articles pursuant to section 6 (c) of the Educational, Scientific and Cultural Materials Importation Act of 1966 (Public Law 89-651; 80 Stat. 897). Interested persons may present their views with respect to the question of whether an instrument or apparatus of equivalent scientific value for the purposes for which the article is intended to be used is being manufactured in the United States. Such comments must be filed in triplicate with the Director, Office of Scientific and Technical Equipment, Business and Defense Services Administration, Washington, D.C. 20230, within 20 calendar days after date on which this notice of application is published in the FEDERAL REGISTER.

Regulations issued under cited Act, published in the February 4, 1967, issue of the FEDERAL REGISTER, prescribe the requirements applicable to comments.

A copy of each application is on file, and may be examined during ordinary Commerce Department business hours at the Office of Scientific and Technical Equipment, Department of Commerce, Room 5123, Washington, D.C.

A copy of each comment filed with the Director of the Office of Scientific and Technical Equipment must also be mailed or delivered to the applicant, or its authorized agent, if any, to whose application the comment pertains; and the comment filed with the Director must certify that such copy has been mailed or delivered to the applicant.

Docket No. 67-00030-33-46040. Applicant: University of Pennsylvania, School of Dental Medicine, 4001 Spruce Street, Philadelphia, Pa. 19104. Article: Electron Microscope, Model Norelco EM-300. Manufacturer: Philips Electronic Instrument Co., The Netherlands. Intended use of article: This article is required to continue and expand work being presently carried out in the field of periodontology and related aspects of oral biology. Studies include investigation of normal fine structure of periodontal tissues and will be expanded to cover pathologically created alterations. Both soft and mineralized tissues will be examined. Application received by Commissioner of Customs: April 11, 1967.

Docket No. 67-00074-00-46040. Applicant: University of Washington, Purchasing Department, 3917 University Way NE., Seattle, Wash. 98105. Article: Beam Deflecting attachment, model JEM-ABD. Manufacturer: Japan Electron Optics Laboratory Co., Ltd., Japan. Intended use of article: The beam deflecting attachment will be used to obtain high resolution dark field images when used in conjunction with a JEM-7 electron microscope. The electron microscope will be used for scientific and research purposes in connection with the Department of Mineral Engineering of the University of Washington. Application received by Commissioner of Customs: May 15, 1967.

Docket No. 67-00075-33-46040. Applicant: Indiana University, Bloomington, Ind. 47401. Article: Electron Microscope, model HU-11C-1 complete with diffraction chamber mounting tank, model H-4-2. Manufacturer: Hitachi Corp.,

Japan. Intended use of article: This article will be used for educational and research purposes. Research projects include investigation and analysis of cytological inheritance of intercellular organization; biochemical and genetic resolution of Bacteriophage; reproduction of Bacteriophage in cell free system; and structural determination of lymphocytes, mammalian taste buds, and carotid bodies. Application received by Commissioner of Customs: May 15, 1967.

CHARLEY M. DENTON,
Director, Office of Scientific and
Technical Equipment, Business
and Defense Services
Administration.

[F.R. Doc. 67-5763; Filed, May 24, 1967;
8:45 a.m.]

Maritime Administration FIVE C4 TROOPSHIPS Notice of Reallocation

In F.R. Doc. 66-8493 appearing in the FEDERAL REGISTER issue of August 3, 1966 (31 F.R. 10425), notice was given that pursuant to the Ship Exchange Act (sec.

510(d) of the Merchant Marine Act, 1936, as added by P.L. 86-575 and amended by P.L. 89-254, 46 U.S.C. 1160(d)), 25 C4 troopships, owned by the United States of America, represented by the Secretary of Commerce, acting by and through the Maritime Administrator, were available for trade-out to nonsubsidized American flag steamship operators in exchange for their older and less efficient ships in accordance with the terms therein stated.

The applications received pursuant to the notice were reviewed and 15 of the C4 troopships were allocated to eight applicants, on certain conditions stated in the Notice of Allocation published in the FEDERAL REGISTER of November 30, 1966 (31 F.R. 15027). Thereafter, the allocations of five of the C4 troopships to three applicants were canceled because the applicants were unable to meet certain of the conditions upon which the allocations had been made.

On the basis of a review of the original applications received in relation to the criteria for assignments of the available troopships as stated in the notice, the five C4 troopships have been reassigned by the Acting Maritime Administrator as follows:

Applicant	Name of ship	Fleet
Central Gulf Steamship Corp.	General S. D. Sturgis	Beaumont,
Merrimac Transport, Inc. (related company of Bulk Transport, Inc.)	Marine Corp.	Do.
Victory Transport, Inc. (related company of Bulk Transport, Inc.)	General H. F. Hodges	Hudson.
Hudson Waterways Corp.	General M. B. Stewart	Do.
	General J. H. McRae	Suisun.

Conditions of Assignment. The assignments of the above-mentioned ships are approved subject to the individual applicants agreeing to:

(a) Convert the C4 troopships to a general break-bulk cargo configuration acceptable to the Secretary of Navy by and in accordance with conversion plans approved by the Maritime Administration.

(b) Offer the C4 ships to Commander, MSTs, for service at fair and reasonable rates. Ships not immediately required may be placed in commercial operation subject to military call after reasonable advance notice by Commander, MSTs, that they are required for Military or National Defense use.

(c) Qualify for the ship exchange in accordance with the provisions of the Ship Exchange Act, Public Law 86-575, as amended, and with the requirements of General Order 92 (27 F.R. 2011).

(d) Accept the ship assignment within 10 days and enter in a Ship Exchange Contract within 60 days after the receipt of notice of assignment, unless additional time is granted by the Maritime Administration for good cause. Each assignment is contingent upon the execution of a shipyard contract or commitment for the contemplated conversion and the completion of financing both as approved by the Maritime Administration and not later than the time of execution of the exchange contracts. The allocations are also contingent upon the applicants meeting all other requirements for the exchanges involved.

(e) In the event any assignment is rejected or any applicant does not comply with the conditions of assignment, the Maritime Administration reserves the right to rescind the assignment and take such action with respect to the ships as it may deem appropriate.

(f) The Maritime Administration, without obligations to the applicants, reserves the right to cancel, in whole or in part, any of the above assignments prior to the execution of an exchange contract, if it determines for good cause that it would be in the public interest to do so, or that the applicant is not proceeding promptly and in good faith to comply with the conditions of the assignment.

(g) The Ship Exchange Contract will contain provisions requiring that the applicant complete the conversion of the C4 ship substantially in accordance with plans approved by the Maritime Administration within 12 months after execution of the Ship Exchange Contract, unless additional time is granted by the Maritime Administration for good cause. The exchange contract will provide that in the event the applicant fails to complete the conversion within the time stipulated, there shall become due and payable liquidated damages in the sum of \$1,000 per day for failure to complete the conversion and should this default continue for a period of more than 60 days, the exchange contract will be subject to termination at the option of the Maritime Administration in which event title and possession of the C4 ship will be

returned to the U.S. Government, without obligation to the applicant.

(h) All assignments of ships are conditioned upon the vessels being taken for title by the applicant or a closely related company, and for the conversions to be financed without aid from a subsidized company or affiliate thereof and for chartering of the ships by the nonsubsidized shipowner directly to MSTs.

Dated: May 17, 1967.

By order of the Acting Maritime Administrator.

JAMES S. DAWSON, Jr.,
Secretary.

[F.R. Doc. 67-5885; Filed, May 24, 1967;
8:50 a.m.]

DEPARTMENT OF TRANSPORTATION

Coast Guard

[CGFR 67-27]

HUSKY OIL CO.

Notice of Qualification as U.S. Citizen

This is to give notice that pursuant to 19 CFR 3.21 (§ 3.21, Customs regulations), issued under the provisions of section 27A of the Merchant Marine Act, 1920, as amended by the Act of September 2, 1958 (46 U.S.C. 883-1), Husky Oil Co., Post Office Box 380, Cody, Wyo., incorporated under the laws of the State of Delaware, did on April 3, 1967, file with the Commandant, U.S. Coast Guard, in duplicate, an oath for qualification of a corporation as a citizen of the United States following the form of oath prescribed in Form 1260.

The oath shows that:

(a) A majority of the officers and directors of the corporation are citizens of the United States (list of names, home addresses, and citizenship attached to the oath);

(b) Not less than 90 percent of the employees of the corporation are residents of the United States;

(c) The corporation is engaged primarily in a manufacturing or mineral industry in the United States, or in a Territory, District, or possession thereof;

(d) The aggregate book value of the vessels owned by the corporation does not exceed 10 percent of the aggregate book value of the assets of the corporation; and

(e) The corporation purchases or produces in the United States, its Territories or possessions not less than 75 percent of the raw materials used or sold in its operations.

The Commandant, U.S. Coast Guard, having found this oath to be in compliance with the law and regulations on May 12, 1967, issued to Husky Oil Co. a certificate of compliance on Form 1262, as provided in 19 CFR 3.21(i) (§ 3.21(i), Customs regulations). The certificate and any authorization granted thereunder will expire 3 years from the date

thereof unless there first occurs a change in the corporate status requiring a report under 19 CFR 3.21(h) (§ 3.21(h), Customs regulations).

This continues in effect the notice of qualification of Husky Oil Co. as a citizen of the United States dated May 14, 1964, and published as T.D. 56171.

Dated: May 16, 1967.

P. E. TRIMBLE,
Vice Admiral, U.S. Coast Guard,
Acting Commandant.

[F.R. Doc. 67-5811; Filed, May 24, 1967;
8:47 a.m.]

National Transportation Safety Board

[Docket No. SA-398]

AIRCRAFT ACCIDENT AT BLUE GRASS FIELD, LEXINGTON, KY.

Notice of Investigation Hearing

In the matter of investigation of accident involving aircraft of U.S. Registry N3727G, which occurred at Blue Grass Field, Lexington, Ky., April 3, 1967; Docket No. SA-398.

Notice is hereby given that an Accident Investigation Hearing in the above matter will be held commencing at 9 a.m. (local time) on June 22, 1967, in the Convention Hall, Phoenix Hotel, Lexington, Ky.

Dated this 22d day of May 1967.

[SEAL] WILLIAM R. HENDRICKS,
Hearing Officer.

[F.R. Doc. 67-5832; Filed, May 24, 1967;
8:49 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 17333; FCC 67-591]

CALIFORNIA WATER AND TELEPHONE CO. ET AL.

Order Amending Designation Order

In the matter of California Water and Telephone Co., The Associated Bell Systems Cos., The General Telephone System and United Utilities, Inc., Cos., Docket No. 17333; applicability of section 214 of the Communications Act with regard to tariffs for channel service for use by community antenna television systems.

1. Before the Commission for consideration are: (1) An order, FCC 67-420, released April 3, 1967, designating certain issues for hearing in an adjudicatory proceeding; (2) the petition for reconsideration of our designation order filed on April 13, 1967, by Pennsylvania Community Antenna Television Association, Inc., Texas CATV Association, Inc., Pacific Northwest Community TV Association, Inc., and Ohio Cable Television Association (hereinafter "petitioners"); (3) the response filed by the Bell System on April 21, 1967; (4) the opposition filed by the Common Carrier Bureau on April 26, 1967; and (5) the reply filed by the petitioners on May 4, 1967.

2. Petitioners have advanced no reasons which persuade us that any revision of our designation order or the issues specified therein is warranted. The petition must therefore be denied.

3. We intended by our designation order to include as parties to this adjudicatory proceeding all parties to the proceeding in Docket Nos. 16928, 16943, and 17098 but, inadvertently, this was not done. The designation order will therefore be amended to effectuate this intention.

4. It is ordered, That the petition for reconsideration filed on April 13, 1967, by Pennsylvania Community Antenna Television Association, Inc., Texas CATV Association, Inc., Pacific Northwest Community TV Association, Inc., and Ohio Cable Television Association is denied.

5. It is further ordered, That, on the Commission's own motion, the order FCC 67-420, released April 3, 1967, is amended to provide that the parties respondent and other parties in Docket Nos. 16928, 16943, and 17098 are made parties to this proceeding.

Adopted: May 17, 1967.

Released: May 22, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,¹

[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-5832; Filed, May 24, 1967;
8:48 a.m.]

[Docket No. 17437; FCC 67M-834]

FRANK HOVIS HEMBY

Order Continuing Hearing

In the matter of Frank Hovis Hemby, Zion Lutheran Church and School, 6121 East Lovers Lane, Dallas, Tex. 75214, Docket No. 17437; suspension of radiotelegraph first class operator license and radiotelephone first class operator license.

The Chief Hearing Examiner having under consideration an informal request in behalf of the respondent herein that the hearing in the above-entitled proceeding, which heretofore was scheduled to be held on June 19, 1967, in Washington, D.C., be continued, and that it be held in Dallas, Tex;

It appearing, that since the complaining witness herein recently departed the United States on a voyage and will be at sea on the scheduled hearing date, the Commission's Field Engineering Bureau, the only other party to the proceeding, accedes to the respondent's request and asks that the hearing be continued to a date and place to be later specified;

It is ordered, That respondent's request is granted in part, and that the hearing in the above-entitled proceeding is continued to a date to be specified by subsequent order. And, it is further ordered, That to the extent that respondent re-

¹ Commissioners Bartley and Loevinger absent; Commissioner Wadsworth dissenting; Commissioner Johnson not participating.

quests a change in the place of hearing, ruling on said request is held in abeyance and will be announced at the time the new date for hearing is specified.

Issued: May 19, 1967.

Released: May 19, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-5823; Filed, May 24, 1967;
8:48 a.m.]

[Docket Nos. 17431, 17432; FCC 67-555]

INDUSTRIAL COMMUNICATIONS SYSTEMS, INC.

Memorandum Opinion and Order Designating Applications for Hearing on Stated Issues

In re applications of Industrial Communications Systems, Inc., for a construction permit to establish a new station in the domestic public point-to-point microwave radio service at Los Angeles, Calif., Docket No. 17431, File No. 5444-C1-P-66; for a construction permit to establish a new station in the domestic public point-to-point microwave radio service at Santiago Peak, Calif., Docket No. 17432, File No. 5445-C1-P-66.

1. The Commission has before it (a) the above captioned applications for new common carrier microwave radio stations filed by Industrial Communications Systems, Inc. (ICS or applicant); (b) a petition to deny applications, filed on June 9, 1966, by the Pacific Telephone and Telegraph Co. (Pacific); (c) an opposition to petition to deny, timely filed on June 22, 1966, by applicant; and (d) a reply to the opposition to petition to deny, timely filed on July 5, 1966, by Pacific.

2. Applicant operates, in the Los Angeles vicinity, Station KMD990 licensed in the Domestic Public Land Mobile Radio Service. Under this license, it is authorized a microwave transmission link (control and repeater) between its base station at Santiago Peak, Calif., and its control facility in Los Angeles. The purpose of the subject applications¹ is to convert this microwave facility to licensed operation in the domestic public point-to-point microwave radio service. Since the current license authorizes con-

trol and repeater microwave transmission in a band which is normally reserved for facilities licensed in the point-to-point microwave radio service, no change in frequencies is proposed. However, the transmission capacity would be increased from approximately 3 to 48 message type channels to enable the rendition of common carrier message services in addition to serving as the repeater and control link for Station KMD990.

3. Pacific is a communications common carrier which operates numerous wire line and radio communication facilities, some of which also render services between Los Angeles and Santiago Peak. Pacific alleges (1) that the applicant has shown no public need for the proposed service; (2) that harmful radio interference to its operations will result; and (3) that the public interest would not be served by the inefficient utilization of the radio frequencies proposed. In its opposition, applicant contends (1) that the petition to deny should not be accepted because (a) it was not timely filed, (b) Pacific has not established itself as a party in interest and (c) the applications are not subject to petitions to deny; (2) that its showing of public need is fully supported by the order of the California Public Utilities Commission; and (3) that the interference problem is caused by Pacific. Pacific, in its reply, denies these allegations.

ACCEPTABILITY OF PETITION TO DENY

4. Applicant's objection to the timeliness of the petition to deny (which was filed on June 9, 1966) is based upon the time extension granted by the Commission which extended the filing date from May 25, 1966, to June 10, 1966. Applicant, in its letter of May 27, 1966, objected to the grant of this extension. The Commission, by letter dated June 3, 1966, denied reconsideration of its action. The reason for a time extension as stated by Pacific in its letter of May 13, 1966, amply justifies the extension of time, and we find no showing of good cause for reexamining this matter.

5. Applicant contends that Pacific has not established itself as a party in interest as required by section 309 of the Communications Act of 1934, as amended, and § 21.27(c) of the Commission's rules. Pacific alleges an adverse economic impact by virtue of the services it presently renders and offers between the points in question, and charges harmful radio interference. It should be noted that the existence of interference is acknowledged by applicant and the existence of Pacific circuits between the points in question is not refuted. It is not necessary that such charges be conclusively proved. It is enough to present facts tending to show that the charges are reasonably grounded. We find that Pacific has presented reasonably based allegations of probable harm resulting from the new services proposed and is a party in interest within the meaning of the Act and our rules.

6. Applicant further contends that the subject applications pertain to minor changes only and should not be subject

to protest under the provisions of § 21.27 (a) (1) of the Commission's rules. Applicant states that no construction is actually involved and claims that the multiplex channelizing equipment proposed " * * * can be plugged in as simply as plugging in a toaster." Initially, we note that public notice was published that the applications were accepted for filing as applications for construction permits for new point-to-point stations, not as applications for modifications to an existing station to permit point-to-point services. The service proposed (Point-to-Point Microwave Radio) differs substantially from that previously authorized (Domestic Public Land Mobile Radio).² We find that the applications were correctly classified. That the applicant is currently transmitting on frequencies normally reserved for point-to-point microwave service is not controlling. But even if the applications were considered as applications for modifications to an existing station, they could not be considered as involving minor changes only within the meaning of § 21.27(a)(1) of the rules. "Minor change" here does not allude necessarily to ease of construction or installation but to the effect of the change within the context indicated in § 21.33 of the rules. Section 21.33(a) includes in its definition of major amendments an amendment which will " * * * improve the operating characteristics of an existing or proposed station; * * * ; or which will materially alter the nature of an existing or proposed service". A modification that will increase the number of channels significantly and provide a completely new service is a major and not a minor change within the meaning of § 21.27(a)(1) of the rules.

7. In view of the foregoing, we find that the petition to deny of Pacific was properly filed and is in order for consideration under the Commission's rules.

PUBLIC INTEREST, CONVENIENCE, AND NECESSITY

8. As to the need for the proposed service, Pacific contends that applicant has not shown the required public need under § 21.706 of the rules, and, further, if there is a public requirement for additional point-to-point service between Los Angeles and Santiago Peak, it can be met by Pacific with its existing facilities. Pacific further argues that grant of applicant's proposal would not be in the public interest because it would result in inefficient utilization of radio frequencies. Pacific contends that the 6 Gc/s band is extremely crowded in the Los Angeles area and that applicant intends to utilize its assigned frequencies to obtain a maximum of only 48 channels thereby precluding a potential 600 channels which could be realized from this portion of the spectrum. Applicant maintains that the public interest, convenience, and necessity for its proposal was established in 1959 when the basic facilities of Sta-

¹ The applications were tendered for filing as modifications of the license of Station KMD990 to allow point-to-point service but were accepted for filing as applications for construction permits to establish new stations in the domestic public point-to-point microwave radio service (Public Notice-C, Report No. 280, dated Apr. 25, 1966). It should be noted that the current KMD990 license is conditioned as follows:

"This authorization is granted subject to the condition that the use of frequencies herein authorized for control and repeater facilities, is subject to termination without hearing upon notice from the Commission if, in its discretion, justification exists for the use of these frequencies for assignment to stations in the point-to-point microwave radio service."

² Mobile radio service is regulated under Part 21, Subpart G of the Commission's rules while point to point microwave service is regulated under Part 21, Subpart I.

tion KMD990 were licensed and that the present applications are a change in designation only. Applicant further contends that no other showing of need or public interest is required beyond the ruling of the California Public Utilities Commission.⁵ However, applicant did indicate the existence of five potential customers but would not identify them due to "Pacific's competitive tactics".

9. Since we have heretofore ruled that the subject applications were properly classified as applications for construction permits for new stations, it follows that the showing of public interest, convenience, and necessity for Station KMD990 will not suffice for these applications. As to the ruling of the California Public Utilities Commission, it appears to revolve primarily on the question of whether applicant's current certification by the California Commission is sufficient for the newly proposed service and not on the question of public interest and need. In any event, the findings of State regulatory agencies as to the public interest, convenience, and necessity, have been held as not binding on the Commission even though their findings may be given great weight.⁶ Accordingly, the Commission is unable to resolve, on the basis of the applications and pleadings before it, the extent to which wasteful duplication might result from the establishment of the proposed stations; whether a public need exists for such facilities; and the nature and extent of any benefits and disadvantages to the public which would accrue as a result of authorizing the proposed stations. Therefore, appropriate issues are herein-after specified for resolution in a hearing.

RADIO INTERFERENCE

10. Pacific objects to the grant of the subject applications based upon likely harmful radio interference. Pacific contends that it is experiencing barely tolerable interference at present from applicant's operations to both its (Pacific's) 5967.4 Mc/s receiver at Santiago Peak and its 6219.5 Mc/s receiver at Anaheim, Calif., and that the proposed increase of channel capacity from about 3 to 48 by applicant, because of the greater bandwidth occupied, will likely lead to greater and intolerable interference. Applicant admits that this interference currently exists but charges that Pacific deliberately chose frequencies very close to those of applicant so as to create this problem. Pacific denies this charge. Applicant further offers to eliminate this "red herring" by agreeing to accept a grant of its applications subject to its changing frequencies so as to eliminate the interference. However, the applications can be considered only on the basis of the frequencies applied for. Applicant's statement that Pacific deliberately created the

interference problem appears to be little more than a bald allegation. Such a charge, supported only by vague inferences, does not warrant inclusion as an issue to be resolved in hearing. Aside from this, the record in respect to the interference problem is such that the Commission is unable to find that the proposed operation will be free from causing harmful electrical interference to existing or authorized communications facilities. Accordingly, an appropriate issue will be included herein.

ORDER

11. Additionally, we find that except for the issues herein designated, the applicant is legally, technically, financially, and otherwise qualified to render the services it has proposed. By reason of the substantial issues of fact which have been raised, we are unable to make a finding that a grant of the applications would serve the public interest, convenience, and necessity. Therefore, it is concluded that the applications must be designated for hearing on the issues set forth below.

12. Accordingly, it is ordered, That, pursuant to section 309(e) of the Communications Act of 1934, as amended, the applications are designated for hearing at the Commission's offices in Washington, D.C., on a date to be hereafter specified, upon the following issues:

(a) To determine the nature and extent of the communications facilities and services proposed by applicant, including the rates, charges, practices, classifications, regulations, facilities, and personnel pertaining thereto;

(b) To determine the nature and extent of existing communications facilities and services rendered by the Pacific Telephone and Telegraph Co. in the area and between the points proposed to be served by applicant, including the rates, charges, practices, classifications, regulations, facilities, and personnel pertaining thereto;

(c) To determine the extent to which unnecessary duplication would result from the establishment of the proposed facilities;

(d) To determine the communities and entities which may be expected to receive service from the proposed facilities of applicant and the public need for such services;

(e) To determine the nature and extent of any benefits to the public which would accrue as a result of authorizing applicant's proposed facilities and services;

(f) To determine the nature and extent of any disadvantages to the public which would accrue as a result of authorizing applicant's proposed facilities and services;

(g) To determine the extent to which the proposed operations are likely to (1) receive harmful radio interference from currently authorized communications facilities of the Pacific Telephone and Telegraph Co. and (2) cause such interference to currently authorized facilities of said carrier;

(h) To determine, in light of the evidence adduced on the foregoing issues,

whether a grant of the subject applications would serve the public interest, convenience, or necessity.

13. It is further ordered, That the Pacific Telephone and Telegraph Co. and the Chief, Common Carrier Bureau are made parties to the proceeding.

14. It is further ordered, That the burden of proof upon all of the issues, except issues (b), (c), and (f), shall be upon the applicant, and that the burden of proof upon issues (b), (c), and (f) shall be upon Pacific.

15. It is further ordered, That the petition to deny filed by Pacific is granted to the extent indicated herein.

16. It is further ordered, That the parties desiring to participate herein shall file their appearances in accordance with § 1.221 of the Commission's rules.

Adopted: May 10, 1967.

Released: May 22, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,⁸

[SEAL] BEN F. WAPLE,
Secretary.

[P.R. Doc. 67-5824; Filed, May 24, 1967;
8:48 a.m.]

[Docket No. 17443; FCC 67M-829]

RANCHO BERNARDO ANTENNA SYSTEM

Order Scheduling Hearing

In re: Cease and desist order to be directed against Rancho Bernardo Antenna System, owner and operator of a CATV System at San Diego, Calif., Docket No. 17443.

It is ordered, That James D. Cunningham shall serve as Presiding Officer in the above-entitled proceeding; that the hearings therein shall be convened at 10 a.m., June 22, 1967; and that a pre-hearing conference shall be held on May 29, 1967, commencing at 9 a.m.: And, it is further ordered, That all proceedings shall take place in the offices of the Commission, Washington, D.C.¹

Issued: May 18, 1967.

Released: May 19, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,

[SEAL] BEN F. WAPLE,
Secretary.

[P.R. Doc. 67-5825; Filed, May 24, 1967;
8:48 a.m.]

[Docket No. 17457; FCC 67-612]

AMERICAN TELEPHONE AND TELE- GRAPH CO. AND WESTERN UNION TELEGRAPH CO.

Memorandum Opinion and Order Instituting Investigation

In the matter of TELPAK Tariff Sharing Provisions of American Telephone

⁸ Commissioner Wadsworth absent.

¹ All parties will be expected to cooperate in the matter of compliance with the Commission's directive that the hearing in this proceeding be expedited.

⁵ The Pacific Telephone and Telegraph Company vs. Industrial Communications Systems, Inc., California Public Utilities Commission Case No. 7651, Decision No. 70265.

⁶ See in re application of Bay Springs Telephone Co., Inc., FCC 63-513, Mimeo No. 35748 released June 10, 1963.

and Telegraph Co. and The Western Union Telegraph Co., Docket No. 17457.

1. The Commission has under consideration (a) the provisions appearing in Tariff FCC No. 260 of the American Telephone and Telegraph Co. (A.T. & T.) and in Tariff FCC No. 237 of the Western Union Telegraph Co. (WU) which permit the sharing of the carriers' TELPAK facilities by "Pipe line companies, railroad companies, other common contract carriers, or public utilities whose rates and charges are regulated by a government entity, and any nonprofit communications organization of such companies, provided that those involved in such shared use are in the same line of business" and by "Government agencies (Federal, State and Local)"; (b) a formal complaint filed January 20, 1967, by the National Retail Merchants Association (NRMA), Docket No. 17142, and A.T. & T.'s answer thereto of February 28, 1967, in which complainant NRMA challenges the validity of A.T. & T.'s sharing provisions that prohibit TELPAK C and D sharing by retail merchants while permitting sharing by others; and (c) a letter dated April 13, 1967, from A.T. & T. to the Commission in which A.T. & T. takes the position that it should not voluntarily revise its tariffs to permit TELPAK sharing by the press.

2. These TELPAK sharing provisions were included in the original TELPAK tariff filed by A.T. & T. effective February 16, 1961, and have remained in effect without change since that date. A.T. & T.'s reasons at that time for limiting the sharing of TELPAK facilities to the entities named in the tariff were that, in the Commission's decisions in *The Above 890 MCs case* (27 F.C.C. 359; 29 F.C.C. 825) the sharing of private microwave systems was limited to these same entities and comparable sharing provisions in TELPAK were justified so as to permit the TELPAK offering to be competitive with private microwave systems. WU filed its original TELPAK tariff effective June 16, 1962, to be competitive with the TELPAK offering of A.T. & T. and WU's sharing provisions have also remained unchanged to date.

3. On March 15, 1967, the Commission adopted its memorandum opinion and order in Docket No. 16218 (FCC 67-321) reaffirming its action of July 13, 1966 (4 F.C.C. 2d. 406) wherein the Commission amended its rules, effective August 22, 1966, so as to remove the limitations on private microwave sharing that were in effect at the time of the filing of the TELPAK tariffs of A.T. & T. and WU.

4. Complainant, NRMA, alleges that a large number of retail department stores have been users of interstate TELPAK A and B facilities; that, with the cancellation of the TELPAK A and B offerings effective May 1, 1967 (now scheduled for Aug. 1, 1967), there will be increased communications costs to the retail merchants; and that "the absence of the right to share in view of the demise as of May 1, 1967 (Aug. 1, 1967), of interstate TELPAK A and B service precludes the retail department store industry from sharing TELPAK C and D facilities so as to help offset wherever sharing is feasible

the increased communication cost that will necessarily result." The relief specifically requested by complainant is that A.T. & T.'s tariffs be revised "so as to permit retail department store businesses to share TELPAK C and D facilities with one another or any other business organization otherwise eligible together with the retail department store businesses in the Commission's Business Radio Service." Complainant makes no claim for damages but reserves the right to file a supplemental complaint for damages accruing to specifically identified retail department stores by virtue of the inability to share TELPAK C and D facilities.

5. The aforementioned letter of April 13, 1967, from A.T. & T. to the Commission was in response to a letter of March 30, 1967, in which the Commission had requested A.T. & T. to advise the Commission of A.T. & T.'s intent concerning revisions in its TELPAK tariff to provide for the sharing of TELPAK services by the press in the light of the Commission's aforementioned action of March 15, 1967, in Docket No. 16218. For reasons stated in A.T. & T.'s letter of April 13, 1967, it has concluded that it would not be justified in amending its tariffs to provide for sharing by the press, notwithstanding the aforesaid action of the Commission.

6. Upon consideration of the foregoing, we conclude that substantial questions are presented as to whether the currently effective provisions in the TELPAK tariff that limit sharing to the specific entities named therein are lawful within the meaning of sections 201(b) and 202(a) of the Act and whether the Commission should order changes therein after opportunity for hearing pursuant to the provisions of section 205 of the Act. We are, therefore, instituting a general investigation on our own motion to resolve these questions and we are permitting complainant to intervene so that it may be heard on the issues herein.

7. We believe that it will be useful to make clear that we are here concerned only with the sharing provisions of the TELPAK tariffs of the carriers as they relate to the TELPAK C and D offerings of the carriers, that is the TELPAK C offering of a base capacity of 240 kc. (maximum equivalent of 60 voice grade channels) and the TELPAK D offering of a base capacity of approximately 1000 kcs. (maximum equivalent of 240 voice grade channels). A.T. & T. has filed tariffs, now published to become effective August 1, 1967, which, among other things, propose to eliminate the TELPAK A and B tariff offerings. Therefore, questions as to the sharing provisions as they relate to the TELPAK A and B offerings will not be considered in this proceeding.

8. Further, it should be made clear that the questions involved herein are not in issue in the pending proceeding in Docket No. 16258 relating to the investigation of the Bell System's charges for interstate and foreign communication services. That proceeding is concerned with the total revenue requirements of the Bell System companies for interstate and foreign communication services, and the variations in the level of earnings for the different classes of

service, and not the internal rate components, practices, or regulations within each of the principal rate classifications of service. As we have heretofore stated with particular reference to the TELPAK C and D offerings, we will consider in Docket No. 16258 the overall level of earnings for TELPAK C and D and the relationship of such level to the level of earnings of other classes of service and the question of whether the existing TELPAK C and D rates are compensatory. (See, in the Matter of A.T. & T. Regulations and Charges for TELPAK Services and Channels, Docket No. 14251, et al., 6 F.C.C. 2d. 177; 180-181; Dec. 27, 1966). To the extent that any broadening of the TELPAK C and D sharing provisions that may be required as a result of the proceedings herein might affect the TELPAK C and D revenues, revenue requirements and the compensatory nature of the rates, such effects will be considered in the context of appropriate ratemaking proceedings.

9. Accordingly, it is ordered, That, pursuant to the provisions of sections 201-202, and 403 of the Communications Act of 1934, as amended, an investigation is instituted into the lawfulness of the sharing provisions of A.T. & T.'s Tariff FCC No. 260, Original Page 83, Subsection 3.2.5.(B) (3) (a) (i) and (ii); and the Western Union Telegraph Co.'s Tariff FCC No. 237, Original Page 105, Subsection 15.5(a) (1) and (2), and any amendments, cancellations, or revisions thereof; and

10. It is further ordered, That the scope of the investigation shall include consideration of the following:

(1) Whether the practices and regulations published in the aforesaid tariffs governing the sharing of TELPAK C and D services are or will be unjust and unreasonable within the meaning of section 201(b) of the Act or subject any person or class of persons to unjust or unreasonable discrimination or give any undue or unreasonable preference or advantage to any person, class of persons, or locality, or subject any person or class of persons or locality to any undue or unreasonable prejudice or disadvantage within the meaning of section 202(a) of the Act;

(2) If any of such practices and regulations are found to be unlawful, whether the Commission, pursuant to section 205 of the Act, should prescribe practices and regulations for the sharing of TELPAK C and D services and, if so, what should be prescribed; and

11. It is further ordered, That a hearing shall be held in this proceeding at the Commission's offices in Washington, D.C., at a time to be specified; and that the hearing examiner to be designated to preside at the hearing shall certify the record, without preparation of an initial or recommended decision, and the Chief of the Common Carrier Bureau shall thereafter issue a recommended decision which shall be subject to the submittal of exceptions and requests for oral argument as provided in 47 CFR 1.276 and 1.277, after which the Commission shall issue its decision as provided in 47 CFR 1.282; and

12. It is further ordered, That A.T. & T. and WU and all carriers listed as concurring carriers in the above-specified tariff schedules are hereby made parties respondent and the National Retail Merchants Association is hereby granted leave to intervene upon filing of notice of intention to appear and participate within 20 days of the release date of this order.

Adopted: May 19, 1967.

Released: May 19, 1967.

FEDERAL COMMUNICATIONS
COMMISSION,¹

[SEAL] BEN F. WAPLE,
Secretary.

[F.R. Doc. 67-5826; Filed, May 24, 1967;
8:48 a.m.]

FEDERAL POWER COMMISSION

[Docket Nos. G-10630 etc.]

GULF OIL CORP. ET AL.

Findings and Orders

May 16, 1967.

Findings and orders after statutory hearing issuing certificates of public convenience and necessity, amending certificates, permitting and approving abandonment of service, terminating certificates, making successor co-respondent, redesignating proceeding, and accepting related rate schedules and supplements for filing.

Each of the Applicants listed herein has filed an application pursuant to section 7 of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale and delivery of natural gas in interstate commerce, for permission and approval to abandon service, or a petition to amend an existing certificate authorization, all as more fully described in the respective applications and petitions (and any supplements or amendments thereto) which are on file with the Commission.

The Applicants herein have filed related FPC gas rate schedules and propose to initiate or abandon, add or delete natural gas service in interstate commerce as indicated by the tabulation herein. All sales certificated herein are at rates either equal to or below the ceiling prices established by the Commission's statement of general policy No. 61-1, as amended, or involve sales for which permanent certificates have been previously issued; except that the sales from the Permian Basin area of Texas are authorized to be made at or below the applicable area base rates and under the conditions prescribed in Opinion Nos. 468 and 468-A.

Acco Oil & Gas Co., Applicant in Docket No. CI67-1328, proposes to continue in part, inter alia, the sale of natural gas heretofore authorized in Docket No. G-

13870 to be made pursuant to CRA, Inc. (Operator), et al., FPC Gas Rate Schedule No. 13. The contract comprising said rate schedule will also be accepted for filing as a supplement to Applicant's rate schedule for the subject sale. CRA has filed for an increase in rate under its rate schedule which increase is suspended in Docket No. RI63-438. Applicant has requested to be made a co-respondent in said proceeding but does not desire to make the increased rate effective. Therefore, Applicant will be made a co-respondent in Docket No. RI63-438¹ and the proceeding will be redesignated accordingly.

After due notice, no petitions to intervene, notices of intervention, or protests to the granting of any of the respective applications or petitions in this order have been received.

At a hearing held on May 11, 1967, the Commission on its own motion received and made a part of the record in these proceedings all evidence, including the applications, amendments, and exhibits thereto, submitted in support of the respective authorizations sought herein, and upon consideration of the record, The Commission finds:

(1) Each Applicant herein is a "natural-gas company" within the meaning of the Natural Gas Act as heretofore found by the Commission or will be engaged in the sale of natural gas in interstate commerce for resale for ultimate public consumption, subject to the jurisdiction of the Commission, and will therefore, be a "natural-gas company" within the meaning of said Act upon the commencement of the service under the respective authorizations granted hereinafter.

(2) The sales of natural gas hereinbefore described, as more fully described in the respective applications, amendments and/or supplements herein, will be made in interstate commerce, subject to the jurisdiction of the Commission, and such sales by the respective Applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are subject to the requirements of subsections (c) and (e) of section 7 of the Natural Gas Act.

(3) The respective Applicants are able and willing properly to do the acts and to perform the services proposed and to conform to the provisions of the Natural Gas Act and the requirements, rules, and regulations of the Commission thereunder.

(4) The sales of natural gas by the respective Applicants, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary therefor, are required by the public convenience and necessity and certificates therefore should be issued as hereinafter ordered and conditioned.

(5) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act and the public convenience and necessity require that the certificate authorizations heretofore issued by the

Commission in Docket Nos. G-10630, G-13870, G-13943, G-16376, G-17582, CI61-752, CI61-1595, CI62-775, CI62-797, CI62-1391, CI62-1408, CI63-1457, CI64-418, CI65-890, CI66-1190, CI66-1291, and CI67-119 should be amended as hereinafter ordered and conditioned.

(6) The sales of natural gas proposed to be abandoned by the respective Applicants, as hereinbefore described, all as more fully described in the respective applications and in the tabulation herein, are subject to the requirements of subsection (b) of section 7 of the Natural Gas Act, and such abandonments should be permitted and approved as hereinafter ordered.

(7) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the certificates of public convenience and necessity heretofore issued to the respective Applicants relating to the abandonments hereinafter permitted and approved should be terminated.

(8) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that Acco Oil & Gas Co. should be a co-respondent in the proceeding pending in Docket No. RI63-438 and said proceeding should be redesignated accordingly.

(9) It is necessary and appropriate in carrying out the provisions of the Natural Gas Act that the respective related rate schedules and supplements as designated in the tabulation herein should be accepted for filing as hereinafter ordered.

The Commission orders:

(A) Certificates of public convenience and necessity are issued upon the terms and conditions of this order, authorizing the sales by the respective Applicants herein of natural gas in interstate commerce for resale, together with the construction and operation of any facilities subject to the jurisdiction of the Commission necessary for such sales, all as hereinbefore described and as more fully described in the respective applications, amendments, supplements, and exhibits in this proceeding.

(B) The certificates granted in paragraph (A) above are not transferable and shall be effective only so long as Applicants continue the acts or operations hereby authorized in accordance with the provisions of the Natural Gas Act and the applicable rules, regulations, and orders of the Commission.

(C) The grant of the certificates issued in paragraph (A) above shall not be construed as a waiver of the requirements of section 4 of the Natural Gas Act or of Part 154 or Part 157 of the Commission's regulations thereunder, and is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceedings now pending or hereafter instituted by or against the respective Applicants. Further, our action in this proceeding shall not foreclose nor prejudice any future proceedings or objections relating to the operation of any price or related provisions in the gas purchase contracts herein involved. Nor shall the grant of the certificates aforesaid for service to the particular customers involve imply ap-

¹ Statement of Commissioner Bartley in which he dissents and statement of Commissioner Loevinger in which he concurs and in which Commissioners Lee and Wadsworth join, filed as part of the original document; Commissioner Johnson absent.

² Consolidated with Docket No. AR64-2 et al.

proval of all of the terms of the respective contracts particularly as to the cessation of service upon termination of said contracts, as provided by section 7(b) of the Natural Gas Act. Nor shall the grant of the certificates aforesaid be construed to preclude the imposition of any sanctions pursuant to the provisions of the Natural Gas Act for the unauthorized commencement of any sales of natural gas subject to said certificates.

(D) The grant of the certificates issued herein on all applications filed after April 15, 1965, is upon the condition that no increase in rate which would exceed the ceiling prescribed for the given area by paragraph (d) of the Commission's statement of general policy No. 61-1, as amended, shall be filed prior to the applicable dates, as indicated by footnotes 5 and 26 in the attached tabulation.

(E) The initial rates for sales authorized in Docket Nos. CI66-766 and CI67-1205 shall be the applicable base area rates prescribed in Opinion No. 468, as modified by Opinion No. 468-A, as adjusted for quality, or the contract rates, whichever are lower; and no increases in rate in excess of said initial rates shall be filed before January 1, 1968.

(F) If the quality of the gas delivered by Applicants in Docket Nos. CI66-766 and CI67-1205 deviates at any time from the quality standards set forth in Opinion No. 468, as modified by Opinion No. 468-A so as to require a downward adjustment of the existing rate, a notice of change in rate shall be filed pursuant to the provisions of section 4 of the Natural Gas Act: *Provided, however*, That adjustments reflecting changes in B.T.U. content of the gas shall be computed by the applicable formula and charged without the filing of notices of changes in rate.

(G) Within 45 days from the date of this order Applicant in Docket No. CI66-766 shall file a rate schedule quality statement in the form prescribed in Opinion No. 468-A. Applicant in Docket No. CI67-1205 shall file a rate schedule quality statement within 90 days from the date of initial delivery.

(H) Certificates are issued herein in Docket Nos. CI67-1062 and CI67-1088 authorizing the respective Applicants to continue the sales of natural gas which were initiated without prior Commission authorization.

(I) Certificates are issued herein in Docket Nos. CI67-707, CI67-1334, CI67-1335, and CI67-1344 authorizing the respective Applicants to continue the sales of natural gas being rendered on June 7, 1954.

(J) The certificates heretofore issued in Docket Nos. G-16376, G-17582, CI61-752, CI62-775, CI62-797, CI62-1391, CI63-1457, CI64-418, CI65-890, CI66-1190, CI66-1291, and CI67-119 are amended by adding thereto or deleting therefrom authorization to sell natural gas to the same purchasers and in the same areas as covered by the original authorizations pursuant to the rate schedule supplements as indicated in the tabulation herein.

(K) The certificate heretofore issued in Docket No. G-10630 is amended by deleting therefrom authorization to sell natural gas pursuant to the rate schedule supplement as indicated in the tabulation herein and such authorization shall not be construed to relieve Applicant of any refund obligation which may be ordered in Docket No. G-16959.

(L) The certificates heretofore issued in Docket Nos. G-13870 and G-13943 are amended by deleting therefrom authorization to sell natural gas from acreage assigned to Applicant in Docket No. CI67-1328; and the certificate issued in Docket No. CI62-1408 is amended by deleting therefrom authorization to sell natural gas from acreage assigned to Applicant in Docket No. CI67-1351.

(M) The certificate heretofore issued in Docket No. CI61-1595 is amended by changing the certificate holder to the successor in interest as indicated in the tabulation herein.

(N) Permission for and approval of the abandonment of service by the respective Applicants, as hereinbefore de-

scribed, all as more fully described in the respective applications and in the tabulation herein are granted.

(O) The certificate heretofore issued in Docket No. G-10324 is terminated only insofar as it pertains to Northern Pump Co.'s FPC Gas Rate Schedule No. 26.

(P) The certificates heretofore issued in Docket Nos. G-3994, G-12732, G-14385, and CI62-1124 are terminated.

(Q) Acco Oil & Gas Co. shall be a co-respondent in the proceeding pending in Docket No. RI63-438 and said proceeding is redesignated accordingly.

(R) The respective related rate schedules and supplements as indicated in the tabulation herein are accepted for filing; further, the rate schedules relating to the successions herein are accepted and redesignated, subject to the applicable Commission Regulations under the Natural Gas Act to be effective on the dates as indicated in the tabulation herein.

By the Commission.

[SEAL]

GORDON M. GRANT,
Acting Secretary.

* CRA, Inc. (Operator), et al., and Acco Oil & Gas Co.

Docket No. and date filed	Applicant	Purchaser, field, and location	FPC rate schedule to be accepted		
			Description and date of document	No.	Supp.
G-10630..... D 3-31-67	Gulf Oil Corp. (Operator) et al.	Northern Natural Gas Co., Eumont Pool, Lea County, N. Mex.	Letter agreement 12-19-66. ^{1,2}	115	32
G-16376..... D 3-13-67	McCommons Oil Co. et al. (partial abandonment).	Natural Gas Pipeline Co. of America, Boonsville Bend Conglomerate Field, Wise County, Tex.	Notice of partial cancellation 3-10-67. ^{2,4}	1	1
G-17582..... C 3-27-67 ⁵	Pan American Petroleum Corp. (Operator) et al.	Texas Gas Transmission Corp., Minden Field, Webster Parish, La.	Letter agreement 1-10-67. ⁶	247	9
			Letter agreement 2-15-67. ^{7,8}	247	10
			Assignment 5-15-64. ⁹	225	10
			Assignment 5-15-64. ^{10,11}	225	11
CI61-752..... D 6-3-66	Atlantic Richfield Co.	Michigan Wisconsin Pipe Line Co., Woodward Area, Major and Woodward Counties, Okla.			
CI61-1595..... E 3-27-67	Kenneth B. Valentine (successor to Davison A. Benson, Jr.).	Equitable Gas Co., Otter District, Clay County, W. Va.	Davison A. Benson, Jr., FPC GR8 No. 1. Notice of succession 2-20-66.	3	
			Assignment 3-25-65. ¹²	3	1
			Effective date: 1-11-66		
CI62-775..... C 3-30-67 ¹	D. A. Dorward d.b.a. D. A. Dorward et al.	Consolidated Gas Supply Corp., Glenville District, Gilmer County, W. Va.	Letter agreement 5-3-66. ¹	197	2
CI62-797..... C 3-30-67 ¹	Roy G. Hildreth d.b.a. Four H Drilling Co. et al.	Consolidated Gas Supply Corp., Spencer District, Roane County, W. Va.	Letter agreement 5-11-66. ³	16	3
CI62-1391 ¹² C 2-13-64	Target Drilling Corp.	Arkansas Louisiana Gas Co., East Kremlin Field, Garfield County, Okla.	Supplemental agreement 10-5-62. ³	1	3
CI62-1408..... D 3-29-67	Ferrell L. Prior d.b.a. Prior Oil Co. ¹³	Consolidated Gas Supply Corp., New Milton District, Doddridge County, W. Va.	Assignment 5-24-65. ¹⁴	163	2
			Assignment 6-25-65. ¹⁵	162	3
			Assignment 6-25-65. ¹⁶	162	4
			Assignment 8-2-66. ¹⁷	162	5
			Effective date: 8-2-66.		
CI63-1457..... D 3-30-67	Apache Corp. (partial abandonment).	Northern Natural Gas Co., Bechtold (Tonkawa) Field, Lipscomb County, Tex.	Notice of partial Cancellation 3-29-67. ¹⁷	29	4
CI64-418..... C 3-23-67 ¹	Union Pacific Railroad Co.	Colorado Interstate Gas Co., Wamsutter Unit Area, Sweetwater County, Wyo.	Agreement 10-28-65. ¹⁸	6	3
CI64-793..... A 1-10-64	Skelly Oil Co.	Colorado Interstate Gas Co., Moccasin Field, Beaver County, Okla.	Contract 9-19-63.	194	1
			Letter 3-17-64. ¹⁹	194	2
			Amendment 3-9-67. ²⁰	194	3
CI65-890..... C 3-30-67 ¹	E. C. Wilson et al.	Consolidated Gas Supply Corp., Center District, Gilmer County, W. Va.	Letter Agreement 5-23-66. ¹	3	1

Filing code: A—Initial service.
B—Abandonment.
C—Amendment to add acreage.
D—Amendment to delete acreage.
E—Succession.
F—Partial succession.

See footnotes at end of table.

Docket No. and date filed	Applicant	Purchaser, field, and location	FPO rate schedule to be accepted		Description and date of document	Docket No. and date filed	Applicant	Purchaser, field, and location	FFC rate schedule to be accepted	
			No.	Supp.					No.	Supp.
C166-706 A 3-28-67	MRI Producing Co. (Operator) et al. Successors Petroleum Corp. et al.	El Paso Natural Gas Co. acreage in Reagan County, Tex.	10	1	Contract 12-21-65	C167-1340 A 3-28-67	J. & J. Enterprises, Inc.	Cumberland & Allegheny Gas Co., Union Dis- trict, Upshur County, W. Va.	Contract 9-14-66	13
C166-1190 C 3-28-67	Successor Petroleum Corp. et al.	Consolidated Gas Supply Corp., Union District, Upshur County, W. Va.	10	2	Letter agreement 8-29-66	C167-1341 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour County, W. Va.	Contract 2-15-66	9
C166-1201 C 3-28-67	J. M. Huber Corp.	Panhandle Eastern Pipe Line Co., Scottsbluff County, Neb.	73	3	Amendment 12-15-66	C167-1342 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Upshur Coun- ty, W. Va.	Contract 6-28-65	7
C167-119 C 3-28-67	Phospor Production Corp.	Panhandle Eastern Pipe Line Co., Scottsbluff County, Neb.	73	4	Amendment 2-15-67	C167-1343 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Upshur Coun- ty, W. Va.	Contract 12-1-65	14
C167-207 A 11-22-66	Mary A. Renner et al.	Carnegie Natural Gas Co., Clay District, Ward County, W. Va.	1	1	Contract 3-10-59	C167-1344 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Contract 12-27-65	15
C167-1062 A 3-18-67	J. A. Pierce	El Paso Natural Gas Co., acreage in Elio Arriba County, N. Mex.	1	1	Letter agreement 1-5-64	C167-1345 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Assignment 4-4-67	16
C167-1088 A 3-14-67	Grace I. White, agent for H. E. White Gas Wells Nos. 1 and 2.	The Manufacturers Light & Heat Co., Porter Township, Clinton County, Pa.	1	2	Assignment 1-25-67	C167-1346 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Contract 6-3-66	13
C167-1205 A 3-2-67	Shelair Oil & Gas Co.	El Paso Natural Gas Co., Tobol (San Andres) Field, Crockett County, Tex.	1	1	Contract 9-3-64	C167-1347 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Contract 10-8-65	8
C167-1224 A 3-1-67	Joe N. Champin	Michigan Wisconsin Pipe Line Co., Lawrence Field, Harper County, Okla.	374	1	Statement 1-10-67	C167-1348 A 3-28-67	do	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Contract 5-3-66	10
C167-1322 (G-1322) B 3-28-67	W. C. Barnett, Jr., Trustee et al.	Natural Gas Pipeline Co. of America, Fairbanks Field, Harris County, Tex.	374	1	Notice of cancellation 3-20-67	C167-1349 A 3-28-67	Quaker State Oil Refin- ing Corp.	United Fuel Gas Co., Four Mile Field, Sheridan District, Lincoln County, W. Va.	Contract 3-13-67	11
C167-1323 (G-1323) B 3-28-67	Tidewater Oil Co.	Transcontinental Gas Pipe Line Corp., South Boring Field, Terre- bonne Parish, La.	80	4	Notice of cancellation 3-20-67	C167-1351 F 3-28-67	Allegheny Land & Mineral Co. et al. (Successors to Ferrell L. Prior d.b.a. Prior Oil Co.)	Cumberland & Allegheny Gas Co., Union Dis- trict, Barbour Coun- ty, W. Va.	Contract 9-7-66	13
C167-1326 A 3-24-67	Titan Petroleum Corp. (Operator) et al.	Natural Gas Pipeline Co. of America, Camrick Field, Beaver County, Okla.	1	1	Contract 10-15-66	C167-1354 A 3-28-67	Diamond Alkali Co.	Northern Natural Gas Co., Sheets Unit, Meade County, Kans.	Contract 3-13-67	2
C167-1328 (G-1328) (G-1328) F 3-24-67	Acro Oil & Gas Co.	United Gas Pipe Line Co., North Indian Hills Field, Montgom- ery County, Tex.	6	1	Contract 10-1-67	¹ Deletes production from Lea State D.A.-1 Well, SE$\frac{1}{4}$NE$\frac{1}{4}$, sec. 14, 19 S., 36 E., Lea County, N. Mex., due to decline in pressure. ² Effective date: Date of this order. ³ 11.712 cents rate effective subject to refund in Docket Nos. G-12829, R164-78, and R164-322. ⁴ Source of gas depleted. ⁵ Jan. 1, 1968, moratorium pursuant to the Commission's statement of general policy No. 61-1, as amended. ⁶ Deeters depth limitation from acreage in the Ruby A. Walker No. 1 Well Unit. ⁷ Deeters indefinite pricing provisions with respect to acreage added by Supplement No. 9. ⁸ Effective date: Date of initial delivery (Applicant shall advise the Commission as to such date). ⁹ Assignment of certain acreage in Woodward County, Okla., to Pan American Petroleum Corp. Pan American was issued a certificate covering such acreage in Docket No. C168-308. ¹⁰ Assignment of certain acreage in Major County, Okla., to Pan American. Pan American reported that the acreage is unproductive. ¹¹ From Dawson A. Benson, Jr., to Kenneth B. Valentine. ¹² Applicant covenanted with conditioned temporary certificate issued Mar. 20, 1964 (by filing of Dec. 28, 1964, Supp. No. 9), deleting indefinite pricing provisions. ¹³ State schedule designated as Hays & Co., agent for Ferrell L. Prior d.b.a. Prior Oil Co. ¹⁴ From O. H. Henry to Joseph M. Pope. ¹⁵ From Ferrell L. Prior to Joseph M. Pope. ¹⁶ From Joseph M. Pope to Allegheny Land & Mineral Co. and Ritchie Oil & Gas Co. ¹⁷ This wellhead pressure of the one well involved has declined to the point that the well will not feed into buyer's lines. ¹⁸ Letter accepting temporary certificate accepted for filing by letter dated Mar. 20, 1964. ¹⁹ Provides for B.T.U. measurement on wet basis and a 3-year makeup period for gas paid for but not taken. ²⁰ By letter dated May 19, 1966, Applicant agreed to accept a permanent certificate under conditions specified in the Commission's order seeking temporary certificate (Opinion No. 498). ²¹ MRF Producing Co. owns no properties but is acting as agent and general manager for Jackson et al.				
C167-1331 A 3-28-67	Shamandah Oil Corp.	Offshore Service Gas Co., Aetna Field, Barter County, Kans.	6	2	Amendment 5-22-66					
C167-1332 A 3-28-67	do	Offshore Service Gas Co., Greenfield Field, Barter County, Kans.	6	2	Assignment 3-21-67					
C167-1334 A 3-28-67	E. C. Ware et al.	Kentucky-West Virginia Gas Co., acreage in Pike County, Ky.	6	2	Contract 3-6-67					
C167-1335 A 3-27-67	do	Kentucky-West Virginia Gas Co., acreage in Martin County, Ky.	6	2	Contract 1-12-64					
C167-1336 (G-1336) B 3-27-67	Northern Pump Co. (Operator) et al.	Texas Eastern Trans- mission Corp., West Coast Field, Bee County, Tex.	44	1	Contract 5-2-60					
C167-1337 (G-1337) (G-1337) B 3-27-67	Northern Pump Co.	do	35	2	Notice of cancellation 3-24-67					
C167-1337 (G-1337) (G-1337) B 3-27-67	do	do	35	3	Notice of cancellation 3-24-67					

- ¹² Between Edward H. Judson and Priscilla Ann Milburn.
- ¹³ Edward H. Judson, signatory coowner, assigns certain interest to Herbert H. Eyster and Zeto Equipment ("et al." parties).
- ¹⁴ Assigns interest from Judson to Pomeroy Smith et al. ("et al." parties).
- ¹⁵ July 1, 1967, moratorium pursuant to the Commission's statement of general policy No. 61-1, as amended.
- ¹⁶ Corrects amendment dated Dec. 16, 1966, by eliminating from Exhibit "A" certain acreage inadvertently dedicated to the contract.
- ¹⁷ Sale being rendered on June 7, 1954.
- ¹⁸ No rate schedule or certificate filings made by predecessor.
- ¹⁹ Between K. W. Renner, A. L. Lough, and C. W. Renner (sellers), and Carnegie Natural Gas Co.
- ²⁰ Increases rate from 15 cents per Mcf to 20 cents per Mcf.
- ²¹ From K. W. Renner to Charles K. Renner.
- ²² From Lough to George Hix.
- ²³ From George Hix to Mary A. Renner.
- ²⁴ Effective date: Date of transfer of producing properties involved.
- ²⁵ Sale being rendered without prior Commission authorization.
- ²⁶ Limited to gas produced from the Mesa Verde Formation.
- ²⁷ Extends term of determination of specific gravity from 3 to 6 months.
- ²⁸ Statement of volume and rate filed pursuant to section 154.92(c). Contract date is Sep. 16, 1967.
- ²⁹ By letter filed Mar. 2, 1967, Applicant agreed to accept a permanent certificate containing conditions similar to those imposed by Opinion No. 468.
- ³⁰ Between Southland Royalty Co. (now a small producer) and El Paso Natural Gas Co.
- ³¹ Certificate issued to Noble and Baker.
- ³² Basic contract between Magnolia Petroleum Co., as seller and United Gas Pipe Line Co., as buyer, designated as Mobil Oil Corp. FPC GRS No. 129 (contracts are identical except for dates and signatory Courtises).
- ³³ Contract between Cyprus Oil Co., as seller and United Gas Pipe Line Co., as buyer; designated as CRA, Inc. (Operator), et al., FPC GRS No. 13. Applicant is filing as partial successor to both rate schedules (contracts are identical except for dates and signatory parties).
- ³⁴ Instrument by which CRA, Inc., transfers a portion of the acreage it originally owned and a portion of the acreage it acquired from Mobil Oil Corp. previously dedicated to Mobil's FPC GRS No. 129. Provides for a depth limitation to the base of the Yegua Formation.
- ³⁵ Other sales covered under Docket No. G-10324; therefore, said certificate will be terminated only insofar as it pertains to Northern Pump Co.'s FPC GRS No. 26.
- ³⁶ Between S. W. Jack Drilling Co. et al., and Cumberland and Allegheny Gas Co.
- ³⁷ From S. W. Jack Drilling Co. to J. & J. Enterprises, Inc.
- ³⁸ Applicant, predecessor, and buyer have agreed to delete this acreage from predecessor's contract and commit same to contract having same terms and price. On file as Hays and Co., Agent for Ferrell L. Prior d.b.a. Prior Oil Co., FPC GRS No. 162, in Docket No. C162-1408.

[F.R. Doc. 67-5731; Filed, May 24, 1967; 8:45 a.m.]

[Docket No. RI67-322]

BLAKE HAMMAN ET AL.

Order Amending Order Providing for Hearings on and Suspension of Proposed Changes in Rates To Permit Substitute Rate Filing

MAY 17, 1967.

On February 20, 1967, Blake Hamman (Operator) et al. (Hamman) filed with the Commission a proposed change in rate from 15.0 cents to 16.0 cents per Mcf, which pertains to their jurisdictional sales of natural gas from Boonesville Field, Jack, Parker, and Wise Counties, Tex. (R.R. District No. 9), to Natural Gas Pipeline Co. of America. The Commission by order issued March 15, 1967, suspended for 5 months Hamman's aforementioned rate filing until August 23, 1967, and thereafter until made effective in the manner prescribed by the Natural Gas Act.

On April 17, 1967, Hamman submitted an amended notice of change in rate, designated as Supplement No. 1 to Supplement No. 3 to Hamman's FPC Gas Rate Schedule No. 1, amending Supplement No. 3 to their aforementioned rate schedule to provide for a rate increase to 17.29 cents instead of the 16.0 cents rate filed on February 20, 1967. Hamman's amended filing reflects a change in the B.t.u. adjustment as a result of the buyer advising Hamman that the weighted average B.t.u. shown in Hamman's original rate increase filing was in error (correction from the original 1035 B.t.u. per cubic foot to 1065 B.t.u. per cubic foot). The corrected notice of change also reflects a 0.25 cent per Mcf dehydration charge for any gas dehydrated as the original filing did not include this charge.

Hamman's proposed 17.29 cents per Mcf rate exceeds the area ceilings of 11.5 cents (Railroad District No. 7-B) and 14.5 cents (Railroad District No. 9) for increased rates as announced in the Commission's Statement of General Policy No. 61-1, as amended, as did the previously suspended rate in said docket. Since Hamman's proposed 17.29 cents rate is based solely upon a corrected B.t.u. adjustment and the addition of a dehydration charge to a currently effective rate, we conclude that it would be in the public interest to accept Hamman's corrective rate filing subject to the suspension proceeding in Docket No. RI67-322, with the suspension period of such corrective rate filing to terminate concurrently with the suspension period (August 23, 1967) presently in effect in said docket.

The Commission finds: Good cause exists for amending the Commission's order issued on March 15, 1967, in Docket No. RI67-322, to the extent hereinafter provided.

The Commission orders:

(A) The suspension order issued March 15, 1967, in Docket No. RI67-322, is amended only so far as to permit the 17.29 cents per Mcf rate contained in Supplement No. 1 to Supplement No. 3 to Hamman's FPC Gas Rate Schedule No. 1 to be filed to supersede the 16.0 cents per Mcf rate provided by Supplement No. 3 to Hamman's FPC Gas Rate Schedule No. 1, subject to the suspension proceeding in Docket No. RI67-322. The suspension period for such substitute rate filing shall terminate concurrently with the suspension period (Aug. 23, 1967) presently in effect in said docket.

(B) In all other respects, the order issued by the Commission on March 15,

1967, in Docket No. RI67-322, shall remain unchanged and in full force and effect.

By the Commission.

[SEAL]

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 67-5781; Filed, May 24, 1967; 8:45 a.m.]

[Docket No. CP67-333]

NORTHERN NATURAL GAS CO.

Notice of Application

MAY 17, 1967.

Take notice that on May 11, 1967, Northern Natural Gas Co. (Applicant), 2223 Dodge Street, Omaha, Nebr. 68102, filed in Docket No. CP67-333 an application pursuant to section 7(b) of the Natural Gas Act for permission and approval of the Commission to abandon certain natural gas facilities, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Specifically, Applicant seeks permission and approval to abandon service to five communities in Kansas and to abandon by sale to Kansas Power and Light Co. (Kansas) the facilities involved in said service. Kansas will serve these communities in place of Applicant and will render said service from its own supply of natural gas.

Applicant also proposes to abandon and remove a meter and regulating facility which has served the Bissells Point Area near Great Bend, Kans. Kansas will provide natural gas service to the customers in this area from its own sources.

Applicant states that it has agreed to sell and Kansas has agreed to purchase the abovementioned facilities for \$85,318.37.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (§ 157.10) on or before June 16, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no protest or petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that permission and approval for the proposed abandonment is required by the public convenience and necessity. If a protest or petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hear-

ing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

GORDON M. GRANT,
Acting Secretary.

[P.R. Doc. 67-5782; Filed, May 24, 1967;
8:45 a.m.]

[Docket No. CS67-86 etc.]

CLIFFORD E. PAYNE ET AL.

Notice of Applications for "Small Producer" Certificates¹

MAY 17, 1967.

Take notice that each of the Applicants listed herein has filed an application pursuant to section 7(c) of the Natural Gas Act and § 157.40 of the regulations thereunder for a "small producer" certificate of public convenience and necessity authorizing the sale for resale and delivery of natural gas in interstate commerce from the Permian Basin area of Texas and New Mexico, all as more fully set forth in the applications which are on file with the Commission and open to public inspection.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 5, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on all applications in which no protest or petition to intervene is filed within the time required herein, if the Commission on its own review of the matter believes that a grant of the certificates is required by the public convenience and necessity. Where a protest or petition for leave to intervene is timely filed, or where the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

GORDON M. GRANT,
Acting Secretary.

¹This notice does not provide for consolidation for hearing of the several matters covered herein, nor should it be so construed.

Docket No.	Date filed	Name of applicant
CS67-86	4-24-67	Clifford E. Payne, 511 College Ave., Lubbock, Tex. 79401.
CS67-87	4-24-67	George P. Livermore, 406 Lubbock National Bank Bldg., Lubbock, Tex. 79401.
CS67-88	4-26-67	Ladenburg, Thalmann & Co., 25 Broad St., New York, N.Y. 10004.
CS67-89	4-28-67	Sunshine Royalty Co., c/o Frank O. Elliott, President, Post Office Box 1355, Roswell, N. Mex.
CS67-90	5-1-67	King, Warren & Dye, Post Office Box 1505, Midland, Tex. 79701.
CS67-91	5-3-67	B. W. P., Inc., 1012 Alpine, Midland, Tex. 79701.
CS67-92	5-4-67	Elliott Oil, Inc., c/o Frank O. Elliott, President, Post Office Box 1355, Roswell, N. Mex.
CS67-93	5-4-67	Elliott & Hall, c/o Frank O. Elliott, Post Office Box 1355, Roswell, N. Mex.
CS67-94	5-4-67	Elliott Production Co., c/o Frank O. Elliott, President, Post Office Box 1355, Roswell, N. Mex.
CS67-95	5-8-67	Fred Turner, Jr., Box 910, Midland, Tex. 79701.

[P.R. Doc. 67-5783; Filed, May 24, 1967;
8:45 a.m.]

[Docket No. CP67-332]

SOUTHERN NATURAL GAS CO.

Notice of Application

MAY 17, 1967.

Take notice that on May 10, 1967, Southern Natural Gas Co. (Applicant), Post Office Box 2563, Birmingham, Ala. 35202, filed in Docket No. CP67-332 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the sale of natural gas for resale in interstate commerce, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

Specifically, Applicant seeks authorization to sell to Transcontinental Gas Pipe Line Corp. (Transco), Applicant's share of the recoverable natural gas reserves from Ship Shoal Area Blocks 13, 14, and 15, Offshore Louisiana, pursuant to a contract between Applicant and Transco dated February 22, 1967. Applicant states that all natural gas proposed to be sold herein will be delivered to Transco at platforms in Ship Shoal Area Blocks 13, 14, and 15, or at such points as may be mutually agreeable to the parties.

Applicant states that the proposed initial price for all natural gas delivered under the terms of the abovementioned contract is 20.625 cents per Mcf and said contract is being filed as Applicant's Gas Rate Schedule No. F-6 to Applicant's FPC Gas Tariff, Original Volume No. 3.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) and the

regulations under the Natural Gas Act (§ 157.10) on or before June 12, 1967.

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act and the Commission's rules of practice and procedure, a hearing will be held without further notice before the Commission on this application if no protest or petition to intervene is filed within the time required herein, if the Commission on its own review of the matter finds that a grant of the certificate is required by the public convenience and necessity. If a protest or petition for leave to intervene is timely filed, or if the Commission on its own motion believes that a formal hearing is required, further notice of such hearing will be duly given.

Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicant to appear or be represented at the hearing.

GORDON M. GRANT,
Acting Secretary.

[P.R. Doc. 67-5784; Filed, May 24, 1967;
8:45 a.m.]

[Docket Nos. RI67-211—RI67-213]

TEXACO, INC., ET AL.

Order Amending Orders, Permitting Withdrawal of Increased Rate Filing and Terminating Proceeding

MAY 17, 1967.

Texaco, Inc., Docket Nos. RI67-211 and RI67-213; Texaco, Inc. (Operator), et al., Docket No. RI67-212.

On November 22, 1966, Texaco, Inc. (Texaco), filed with the Commission a proposed renegotiated rate increase from 11.0 cents to 11.7025 cents per Mcf (consisting of a 0.7-cent renegotiated increase and a 0.0025-cent increase under the tax provision of the contract), designated as Supplement No. 8 to its FPC Gas Rate Schedule No. 98, for its jurisdictional sales of natural gas from the Hugoton Field, Kearny County, Kans., to Kansas-Nebraska Natural Gas Co., Inc. (Kansas-Nebraska). The Commission by order issued December 21, 1966, in Docket No. RI67-211, suspended for 5 months Texaco's aforementioned rate filing until May 23, 1967, and thereafter until made effective in the manner prescribed by the Natural Gas Act.

On April 17, 1967, Texaco submitted an amended notice of change in rate, designated as Supplement No. 1 to Supplement No. 8 to Texaco's FPC Gas Rate Schedule No. 98, providing for an increased rate of 11.7 cents per Mcf (relating only to the 0.7-cent renegotiated increase) which Texaco proposes to substitute for the 11.7025-cent rate contained in its previously suspended Supplement No. 8. Texaco requests that the May 23, 1967, suspension date con-

tinue to be applicable to the 11.7-cent rate increase reflected in its substitute notice of change in rate. The proposed substitute rate filing is set forth in Appendix A hereof.

Kansas-Nebraska has protested the proposed rate increase only as it relates to the 0.0025-cent tax reimbursement portion of the increase, stating that the tax reimbursement clause of the contract was not applicable to an "assessment" but only in the event of a tax increase. The Commission's order issued December 21, 1966, in Docket No. RI67-211, suspending the proposed increased rate stated that in view of the contractual problem presented, the hearing provided for therein should concern itself with the contractual basis for the rate filing as well as the statutory lawfulness of the proposed rate. Since Texaco's substitute filing does not include that portion of the rate increase objected to by Kansas-Nebraska, the hearing with respect to the contractual basis for the original filing shall be terminated. The 11.7-cent rate should be accepted for filing and permitted to be substituted for the 11.7025-cent rate contained in Supplement No. 8, with the suspension period of such substitute rate filing to terminate concurrently with the suspension period (May 23, 1967), in Docket No. RI67-211, presently in effect in said docket.

The proceedings in Docket Nos. RI67-212 and RI67-213 relate to four proposed

tax reimbursement increases filed by Texaco on November 22, 1966, which were suspended for 1 day by the Commission's order issued therein on December 21, 1966. The proposed increases reflect only the 0.0025-cent partial reimbursement of the tax assessment levied by the Kansas State Board of Health. The suspension order provided that in view of the protest filed by Kansas-Nebraska, the purchaser, with respect to the contractual basis for the filing made by Texaco, designated as Supplement No. 5 to its FPC Gas Rate Schedule No. 327 (the only rate filing involved in Docket No. RI67-212), the hearings therein should concern themselves with the contractual basis for Texaco's filings as well as the lawfulness of the proposed rates. The three increases involved in Docket No. RI67-212 relate to sales to Panhandle Eastern Pipe Line Co. (Panhandle). Panhandle has not questioned the contractual right of Texaco to file these increases. Texaco on April 17, 1967, submitted a letter requesting permission to withdraw the tax increase involved in Docket No. RI67-212 which has not been placed in effect subject to refund. We find it appropriate to allow the withdrawal of the tax increase in Docket No. RI67-212 and to terminate the contractual issue with respect to the hearings provided for in the subject suspension order.

The Commission orders:

(A) The suspension order issued on December 21, 1966, in Docket No. RI67-211, is amended so as to permit the 11.7 cents per Mcf rate contained in Supplement No. 1 to Supplement No. 8 to Texaco's FPC Gas Rate Schedule No. 98 to be filed to supersede the 11.7025-cent rate provided by Supplement No. 8 to Texaco's FPC Gas Rate Schedule No. 98, subject to the existing rate suspension proceeding in Docket No. RI67-211. The suspension period for such substitute rate filing shall terminate concurrently with the suspension period (May 23, 1967) presently in effect in said docket.

(B) The suspension orders issued on December 21, 1966, in Docket Nos. RI67-211 and RI67-213, are amended so as to terminate the contractual issue with respect to the hearings ordered therein.

(C) Supplement No. 5 to Texaco's FPC Gas Rate Schedule No. 327 is permitted to be withdrawn and the proceeding in Docket No. RI67-212 is terminated.

(D) In all other respects, the orders issued by the Commission on December 21, 1966, in Docket Nos. RI67-211 and RI67-213, shall remain unchanged and in full force and effect.

By the Commission.

[SEAL]

GORDON M. GRANT,
Acting Secretary.

APPENDIX A

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until	Cents per Mcf		Rate in effect subject to refund in docket Nos.
									Rate in effect	Proposed increased rate	
RI67-211...	Texaco Inc., Post Office Box 52332, Houston, Tex. 77052.	98	1 to 8 ¹	Kansas-Nebraska Natural Gas Co., Inc. (Hugoton Field, Kearny County, Kans.).	\$1,050	4-17-67	5-18-68	5-23-67	11.0	11.7	RI67-211.

¹ The stated effective date is the first day after expiration of the statutory notice.
² The end of the suspension period for the previously filed 11.7025 cents per Mcf rate in Docket No. RI67-211.
³ Renegotiated rate increase.
⁴ Pressure base is 14.65 p.s.i.a.
⁵ Subject to a downward B.t.u. adjustment.

⁶ Settlement rate in Texaco's company-wide settlement in Docket Nos. G-899 et al., by order issued Dec. 30, 1963. Moratorium on rate increases expired Mar. 1, 1966.
⁷ Notice of change filed during suspension period to be substituted for previously filed notice of change from 11.0 cents to 11.7025 cents (Supplement No. 8) which included 0.0025 cent partial reimbursement of assessment levied by Kansas State Board of Health.

[F.R. Doc. 67-5780; Filed, May 24, 1967; 8:45 a.m.]

[Docket No. G-10658]

UNITED FUEL GAS CO.

Notice of Petition To Amend

MAY 17, 1967.

Take notice that on May 12, 1967, United Fuel Gas Co. (Petitioner), Post Office Box 1273, Charleston, W. Va. 25325, filed in Docket No. G-10658 a petition to amend the order issued by the Commission September 18, 1956, as amended October 27, 1964, and March 31, 1967, by extending the time of authorization for the increased sales to E. I. du Pont de Nemours & Co. (du Pont) until October 31, 1967, all as more fully set forth in the petition to amend which is on file with the Commission and open to public inspection.

By the above-mentioned order, as amended, Petitioner was authorized to deliver to du Pont up to 70,000 Mcf of natural gas per day on an interruptible

basis for a period from April 1, 1967, through October 1, 1967.

Petitioner, in the instant filing, states that it misstated the period for which du Pont requested the increased delivery of natural gas from Petitioner and that the period was, in fact, from April 1, 1967, through October 31, 1967. Petitioner requests that the Commission amend, in view of the above-mentioned reasons, the order by extending the period of authorization until October 31, 1967.

Protests or petitions to intervene may be filed with the Federal Power Commission, in Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) and the regulations under the Natural Gas Act (§ 157.10) on or before June 16, 1967.

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 67-5785; Filed, May 24, 1967; 8:45 a.m.]

[Docket No. RI67-393]

BRUCE WALKUP

Order Accepting Rate Schedule and Supplements, Providing for Hearing On and Suspension of Proposed Change in Rate

MAY 17, 1967.

On April 17, 1967, Bruce Walkup (Walkup)^{1a} tendered for filing a proposed change in his presently effective rate schedule for sales of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is designated as follows:

^{1a} Address is: 30th Floor, 650 California Street, San Francisco, Calif. 94108.

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Amount of annual increase	Date filing tendered	Effective date unless suspended	Date suspended until	Cents per Mcf		Rate in effect subject to refund in docket Nos.
									Rate in effect	Proposed increased rate	
R167-393	Bruce Walkup, 30th Floor, 650 California Street, San Francisco, Calif. 94108.	1		El Paso Natural Gas Co. (Spraberry Field, Upton and Midland Counties, Tex.) (RR. District Nos. 8 and 7-C) (Permian Basin Area).		1-7-66	1-1-64	(Accepted)			
		1	1			1-7-66	1-1-64	(Accepted)			
		1	2			1-7-66	1-1-64	(Accepted)			
		1	3			1-7-66	1-1-64	(Accepted)			
		1	4		\$639	4-17-67	5-18-67		14.5	18.0	

¹ Contract dated Nov. 3, 1952, between Humble Oil & Refining Co., buyer, and El Paso Natural Gas Co., seller.

² The Jan. 1, 1964, effective date is the effective date of succession by Sohio Petroleum Co. to Abel & Bancroft's Rate Schedule No. 5.

³ Assignment dated Sept. 19, 1957, by W. E. Bakke assigning properties to Bruce Walkup subject to contract between Humble and El Paso dated Nov. 3, 1952.

⁴ Assignment dated Mar. 1, 1967, by W. E. Bakke assigning properties to Bruce Walkup subject to the contract between Humble and El Paso dated Nov. 3, 1952.

⁵ Assignment dated Mar. 27, 1962, provides for increased rate.

⁶ The stated effective date is the first day after expiration of the statutory notice.

⁷ Pressure base is 14.65 p.s.i.a.

Walkup requests that his proposed rate increase be permitted to become effective as of April 17, 1967. Good cause has not been shown for waiving the 30-day notice requirement provided in section 4(d) of the Natural Gas Act to permit an earlier effective date for Walkup's rate filing and such request is denied.

Walkup, holder of a Small Producer Certificate for sales in the Permian Basin Area, has requested reinstatement of his FPC Gas Rate Schedule No. 1 and has filed for an increased rate of 18.0 cents per Mcf which exceeds the applicable Permian Basin area base rate ceiling of 14.5 cents per Mcf. The filings were made pursuant to Commission order issued February 6, 1967, in Docket Nos. CS66-48 et al., granting relief to small producers by permitting such producers to collect rates above the Permian Basin Area ceilings, pending judicial review of Opinion No. 468. The rate schedule will be reinstated as hereinafter provided.

Concurrently with his request for reinstatement, Walkup has also submitted the proposed rate increase involved here. Since the proposed rate exceeds the applicable area base rates prescribed for the Permian Basin Area in Opinion No. 468, as amended, it should be suspended for 5 months from the date of expiration of the statutory notice as set forth in the tabulation shown on page 2 hereof. The proposed rate will also be subject to rejection, ab initio, in the event the Permian court stay is dissolved or the moratorium provisions of Opinion Nos. 468 and 468-A are upheld ultimately upon judicial review. The collection of such rate will also be subject to the refund provisions of paragraph (D) of Opinion No. 468 as well as the refund provisions of the applicable suspension proceeding.

Prior to filing a small producer certificate application, Walkup submitted a conventional certificate application and rate filings to secure authorization and to establish a rate schedule to cover his interest in properties formerly covered by Abel & Bancroft. The application, Docket No. C166-598, and related rate filings, were dismissed as moot by the order granting the small producer certificate. We conclude that Walkup's aforementioned contract and rate filings should now be accepted for filing and designated as Bruce Walkup's FPC Gas Rate Schedule No. 1, with Supplement Nos. 1, 2, and 3 thereto. In conformity with the Commission's order dated Au-

gust 15, 1966, issuing a small producer certificate to Walkup in Docket No. CS66-138, the rate schedule should be accepted as of January 1, 1964.

The proposed change rate and charge may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

(1) Good cause has been shown for accepting for filing Walkup's proposed contract dated November 3, 1952, and rate filings, designated as Walkup's FPC Gas Rate Schedule No. 1, with Supplement Nos. 1, 2, and 3 thereto, and for permitting such contract and supplements to become effective as of January 1, 1964.

(2) It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the proposed change, and that Supplement No. 4 to Walkup's FPC Gas Rate Schedule No. 1 be suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Walkup's contract dated November 3, 1952, and related rate filings, designated as Walkup's FPC Gas Rate Schedule No. 1, with Supplement Nos. 1, 2 and 3 thereto, are accepted for filing and permitted to become effective as of January 1, 1964.

(B) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing shall be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed increased rate and charge contained in Supplement No. 4 to Walkup's FPC Gas Rate Schedule No. 1.

(C) Pending such hearing and decision thereon, Supplement No. 4 to Walkup's FPC Gas Rate Schedule No. 1 is hereby suspended and the use thereof deferred until October 18, 1967, and thereafter until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(D) Neither the supplement hereby suspended nor the rate schedule sought to be altered thereby, shall be changed until this proceeding has been disposed of or until the period of suspension has ex-

pired, unless otherwise ordered by the Commission.

(E) Notices of intervention or petitions to intervene may be filed with the Federal Power Commission, Washington, D.C. 20426, in accordance with the rules of practice and procedure (18 CFR 1.8 and 1.37(f)) on or before July 5, 1967.

By the Commission.

[SEAL]

GORDON M. GRANT,
Acting Secretary.

[F.R. Doc. 67-5779; Filed, May 24, 1967;
8:45 a.m.]

FEDERAL RESERVE SYSTEM

MARSHALL & ILSLEY BANK STOCK CORP.

Order Approving Application Under Bank Holding Company Act

In the matter of the application of Marshall & Ilsley Bank Stock Corp., Milwaukee, Wis., for approval of acquisition of 80 percent or more of the voting shares of West Suburban Bank, Brookfield, Wis.

There has come before the Board of Governors, pursuant to section 3(a) of the Bank Holding Company Act of 1956 (12 U.S.C. 1842(a)), and § 222.4(a) of Federal Reserve Regulation Y (12 CFR 222.4(a)), an application by Marshall & Ilsley Bank Stock Corp., Milwaukee, Wis., for the Board's prior approval of the acquisition of 80 percent or more of the outstanding voting shares of West Suburban Bank, Brookfield, Wis.

As required by section 3(b) of the Act, the Board gave written notice of receipt of the application to the Commissioner of Banks for the State of Wisconsin and requested his views and recommendation. The Commissioner advised that the proposal met with his approval.

Notice of receipt of the application was published in the FEDERAL REGISTER on January 5, 1967 (32 F.R. 63), which provided an opportunity for interested persons to submit comments and views with respect to the proposed acquisition. A copy of the application was forwarded to the U.S. Department of Justice for its consideration. Time for filing comments and views has expired and all those received have been considered by the Board.

It is hereby ordered, For the reasons set forth in the Board's Statement¹ of this date, that said application be and hereby is approved: *Provided*, That the acquisition so approved shall not be consummated (a) before the 30th day following the date of this order or (b) later than 3 months after the date of the order.

Dated at Washington, D.C. this 17th day of May 1967.

By order of the Board of Governors.²

[SEAL] MERRITT SHERMAN,
Secretary.

[F.R. Doc. 67-5786; Filed, May 24, 1967;
8:45 a.m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-3686]

AMERICAN STEEL & PUMP CORP.

Order Suspending Trading

MAY 19, 1967.

The 4 percent Income Bonds, Series A due December 1, 1994, listed and registered on the American Stock Exchange pursuant to provisions of the Securities Exchange Act of 1934 and the common stock, 47 cents par value of American Steel & Pump Corp., being traded otherwise than on a national securities exchange; and

It appearing to the Securities and Exchange Commission that the summary suspension of trading in such securities on such Exchange and otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to sections 15 (c) (5) and 19(a) (4) of the Securities Exchange Act of 1934, that trading in such securities on the American Stock Exchange and otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period May 21, 1967, through May 30, 1967, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 67-5794; Filed, May 24, 1967;
8:46 a.m.]

NORTHERN INSTRUMENT CORP.

Order Suspending Trading

MAY 19, 1967.

It appearing to the Securities and Exchange Commission that the summary

¹ Filed as part of the original document. Copies available upon request to the Board of Governors of the Federal Reserve System, Washington, D.C. 20551, or to the Federal Reserve Bank of Chicago.

² Voting for this action: Chairman Martin, and Governors Robertson, Shephardson, Mitchell, Malsel, and Brimmer. Absent and not voting: Governor Daane. Governor Sherrill did not participate in the Board's action in this matter.

suspension of trading in the common stock of Northern Instrument Corp., Babylon, N.Y., and all other securities of Northern Instrument Corp. being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15 (c) (5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange is summarily suspended, this order to be effective for the period May 22, 1967, through May 31, 1967, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 67-5795; Filed, May 24, 1967;
8:46 a.m.]

RAND DEVELOPMENT CORP.

Order Suspending Trading

MAY 19, 1967.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock, 5 cents par value, of Rand Development Corp., Cleveland, Ohio, and the Class B Common Stock, 5 cents par value, being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15 (c) (5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period May 20, 1967, through May 28, 1967, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 67-5796; Filed, May 24, 1967;
8:46 a.m.]

[File No. 811-1389]

S & P NATIONAL CORP.

Order Suspending Trading

MAY 19, 1967.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the Common and Class A stock of S & P National Corp. being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15 (c) (5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period May 22, 1967, through May 31, 1967, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 67-5797; Filed, May 24, 1967;
8:46 a.m.]

STEEL CREST HOMES, INC.

Order Suspending Trading

MAY 19, 1967.

It appearing to the Securities and Exchange Commission that the summary suspension of trading in the common stock of Steel Crest Homes, Inc., King of Prussia, Pa., and all other securities of Steel Crest Homes, Inc., being traded otherwise than on a national securities exchange is required in the public interest and for the protection of investors:

It is ordered, Pursuant to section 15(c) (5) of the Securities Exchange Act of 1934, that trading in such securities otherwise than on a national securities exchange be summarily suspended, this order to be effective for the period May 22, 1967, through May 31, 1967, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 67-5798; Filed, May 24, 1967;
8:46 a.m.]

[812-2109]

VIRGINIA CAPITAL CORP.

Notice of Filing of Application for Order Exempting Proposed Transactions

MAY 19, 1967.

Notice is hereby given that Virginia Capital Corp. ("Applicant"), 907 State-Planters Bank Building, Richmond, Va., a Virginia corporation, a registered closed-end investment company, and a licensee under the Small Business Investment Act of 1958, has filed an application pursuant to section 17(b) of the Investment Company Act of 1940 ("Act") for an order of the Commission exempting certain proposed transactions from the provisions of section 17(a) and for an order under section 23(c) permitting the purchase of securities of which it is the issuer. All interested persons are referred to the application on file with the Commission for a statement of Applicant's representations which are summarized below.

Applicant has entered into an agreement with J. Smith Ferebee and Richard T. Short, Jr., pursuant to which Ferebee and Short will transfer to Applicant their shares of Applicant, consisting of 23,000 shares of common stock, in exchange for all of the outstanding securities of two Alabama real estate corporations, Fagan Springs Town House Corp. ("Fagan Springs") and East Hills, Inc. ("East Hills"), which are held by Applicant in its portfolio.

Both Ferebee and Short had resigned as directors of Applicant before entering into the agreement. They had for some time been in disagreement with the management of Applicant over the policies of Applicant. Ferebee owns 21,000 shares of the 133,375, or approximately 16 percent, of Applicant's outstanding shares and is therefore an "affiliated person" of Applicant within the meaning of section 2(a) (3) of the Act.

Section 17(a) of the Act, as here pertinent, prohibits an affiliated person of a registered investment company from selling to such company any security or other property, unless the Commission finds, upon application, under section 17(b) of the Act, that the terms of the proposed transaction are reasonable and fair and do not involve overreaching on the part of any person concerned and that the proposed transaction is consistent with the policy of the registered investment company and with the general purposes of the Act.

Section 23(c) of the Act prohibits a registered investment company from purchasing its own securities other than on a securities exchange or pursuant to tender, except under such circumstances as the Commission may permit by rule, regulation, or order to insure that such purchases are made in a manner or on a basis which does not unfairly discriminate against any holders of the class of securities to be purchased.

In support of its application, Applicant states that since its acquisition of Fagan Springs and East Hills, they have never been successful investments. The assets of the real estate corporations are located in an area which has an overabundance of residential apartments, the result of overbuilding during a period of expansion 2 years ago, and an economy which is declining or stabilizing on a lower level. Applicant further states that its staff, consisting of one full-time and one part-time employee, is not large enough to devote the time necessary to the management of these corporations, and that absentee ownership has not proven to be effective.

Applicant states that the corporations of Fagan Springs and East Hills, which it proposes to sell, have a cost basis of \$298,000, and are presently valued by Applicant at \$140,000. Applicant further states that two recent independent appraisals of its position in the two companies indicate a combined value of either \$120,000 or \$105,000. Based on the \$140,000 valuation, Applicant will be paying the equivalent of \$6.08 per share for the stock of Ferebee and Short, or \$2.64 below its net asset value of \$8.72 as at March 31, 1967. The application states that Applicant's stock, since June 1966, has traded in limited quantities in the range of \$6-\$6.75. The net asset value of Applicant's outstanding shares would increase by \$0.55 per share as a result of the proposed transaction which it represents to be at arm's length.

Applicant represents that consummation of the proposed transaction offers the first acceptable opportunity it has had after 2 years of effort to solve the problems created by this distress situation, and at the same time to comply with the Small Business Administration's requirement that it reduce its real estate portfolio before Applicant is eligible for further loans. Applicant further represents that it has not been able to sell Fagan Springs and East Hills on the open market, that they have been, and will continue to be, a drain on Applicant's cash and manpower, with little or no probability of profit, and that Appli-

cant believes that its losses will be increased if the transaction is not effected.

Notice is further given that any interested person may, not later than May 31, 1967, at 12:30 p.m., submit to the Commission in writing a request for a hearing on the matter accompanied by a statement as to the nature of his interest, the reason for such request and the issues of fact or law proposed to be controverted, or he may request that he be notified if the Commission shall order a hearing thereon. Any such communication should be addressed: Secretary, Securities and Exchange Commission, Washington, D.C. 20549. A copy of such request shall be served personally or by mail (air mail if the person being served is located more than 500 miles from the point of mailing) upon Applicant at the address stated above. Proof of such service (by affidavit or in case of an attorney at law by certificate) shall be filed contemporaneously with the request. At any time after said date, as provided by Rule 0-5 of the rules and regulations promulgated under the Act, an order disposing of the application herein may be issued by the Commission upon the basis of the information stated in said application unless an order for hearing upon said application shall be issued upon request or upon the Commission's own motion. Persons who request a hearing or advice as to whether a hearing is ordered will receive notice of further developments in this matter including the date of the hearing (if ordered) and any postponements thereof.

It is ordered, That the Secretary of the Commission shall send a copy of this notice by certified mail to the Director, Office of Investment Assistance, Small Business Administration, Washington, D.C. 20416.

For the Commission (pursuant to delegated authority).

[SEAL]

ORVAL L. DUBOIS,
Secretary.

[F.R. Doc. 67-5789; Filed, May 24, 1967;
8:46 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 1066]

MOTOR CARRIER, BROKER, WATER CARRIER, AND FREIGHT FOR- WARDER APPLICATIONS

MAY 19, 1967.

The following applications are governed by Special Rule 1.247¹ of the Commission's general rules of practice (49 CFR, as amended), published in the FEDERAL REGISTER issue of April 20, 1966, effective May 20, 1966. These rules provide, among other things, that a protest to the granting of an application must be filed with the Commission within 30 days after date of notice of filing of the

¹ Copies of Special Rule 1.247 (as amended) can be obtained by writing to the Secretary, Interstate Commerce Commission, Washington, D.C. 20423.

application is published in the FEDERAL REGISTER. Failure seasonably to file a protest will be construed as a waiver of opposition and participation in the proceeding. A protest under these rules should comply with § 1.247(d) (3) of the rules of practice which requires that it set forth specifically the grounds upon which it is made, contain a detailed statement of protestant's interest in the proceeding (including a copy of the specific portions of its authority which protestant believes to be in conflict with that sought in the application, and describing in detail the method—whether by joinder, interline, or other means—by which protestant would use such authority to provide all or part of the service proposed), and shall specify with particularity the facts, matters, and things relied upon, but shall not include issues or allegations phrased generally. Protests not in reasonable compliance with the requirements of the rules may be rejected. The original and one copy of the protest shall be filed with the Commission, and a copy shall be served concurrently upon applicant's representative, or applicant if no representative is named. If the protest includes a request for oral hearing, such requests shall meet the requirements of § 1.247(d) (4) of the Special Rule, and shall include the certification required therein.

Section 1.247(f) of the Commission's rules of practice further provides that each applicant shall, if protests to its application have been filed, and within 60 days of the date of this publication, notify the Commission in writing (1) that it is ready to proceed and prosecute the application, or (2) that it wishes to withdraw the application, failure in which the application will be dismissed by the Commission.

Further processing steps (whether modified procedure, oral hearing, or other procedures) will be determined generally in accordance with the Commission's General Policy Statement Concerning Motor Carrier Licensing Procedures, published in the FEDERAL REGISTER issue of May 3, 1966. This assignment will be by Commission order which will be served on each party of record.

The publications hereinafter set forth reflect the scope of the applications as filed by applicants, and may include descriptions, restrictions, or limitations which are not in a form acceptable to the Commission. Authority which ultimately may be granted as a result of the applications here noticed will not necessarily reflect the phraseology set forth in the application as filed, but also will eliminate any restrictions which are not acceptable to the Commission.

No. MC 11207 (Sub-No. 262), filed May 8, 1967. Applicant: DEATON, INC., 3409 10th Avenue North, Birmingham, Ala. 35234. Applicant's representative: A. Alvis Layne, Pennsylvania Building, Washington, D.C. 20004. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Composition building boards*, from the plantsite and warehouses of Southern Johns-Mansville Products Corp., Jarratt, Va., to points in North Carolina, South Carolina,

Georgia, Florida, Alabama, Louisiana, Mississippi, and Tennessee. Note: If a hearing is deemed necessary, applicant requests it be held at Birmingham, Ala., or Washington, D.C.

No. MC 16334 (Sub-No. 4) (Amendment), filed March 6, 1967, published FEDERAL REGISTER issue of March 23, 1967, amended May 17, 1967, and republished as amended this issue. Applicant: ARNOLD E. DEBRICK, doing business as DEBRICK TRUCK LINE, R.F.D. No. 2, Paola, Kans. Applicant's representative: Earle W. Francis, 700 Kansas Avenue, Topeka, Kans. 66603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Clay, clay products, fittings, and jointing materials, for use on clay products, from Pittsburgh, Kans., to points in Nebraska and Iowa. Note: The purpose of this republication is to delete the restriction to movements "in regular equipment and in specialized trailers and trucks equipped with booms". If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo., or Topeka, Kans.

No. MC 22195 (Sub-No. 129), filed May 4, 1967. Applicant: DAN DUGAN TRANSPORT COMPANY, a corporation, 41st and Grange Avenue, Post Office Box 946, Sioux Falls, S. Dak. 57101. Applicant's representative: J. P. Everist (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Anhydrous ammonia in bulk, in tank vehicles, from the plantsite (storage facility) of Armour Agricultural Chemical Co. near Bellevue (Jackson County) Iowa, to points in Iowa, Kansas, Nebraska, South Dakota, Minnesota, North Dakota, Wisconsin, Illinois, Indiana, Michigan, and Missouri. Note: If a hearing is deemed necessary, applicant requests it be held at St. Louis or Kansas City, Mo.

No. MC 26088 (Sub-No. 11), filed May 12, 1967. Applicant: THE SANDERS TRUCK TRANSPORTATION CO., INC., Post Office Box 68, Allendale, S.C. 29810. Applicant's representative: Wm. Addams, Room 406, 1776 Peachtree Street NW., Atlanta, Ga. 30309. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Brick and tile, from Augusta, Ga., to points in Florida. Note: If a hearing is deemed necessary, applicant requests it be held at Columbia, S.C., or Atlanta, Ga.

No. MC 29988 (Sub-No. 106), filed March 14, 1967. Applicant: D C INTERNATIONAL, INC., East 45th at Jackson, Denver, Colo. 80216. Applicant's representative: David Wm. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: General commodities, except livestock, gasoline, and other liquids in bulk, automobiles, coal, sand, and gravel, and Portland cement, between points within a 25-mile radius of Phoenix, Ariz. Note: Applicant states that pickup or delivery of freight within the 25-mile radius would be limited to

linehaul to or from the area over carrier's own line. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 42487 (Sub-No. 670), filed March 3, 1967. Applicant: CONSOLIDATED FREIGHTWAYS CORPORATION OF DELAWARE, 175 Linfield Drive, Menlo Park, Calif. 95025. Applicant's representative: David Wm. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: General commodities with usual exceptions, between points within a 25-mile radius of Phoenix, Ariz. Note: Applicant states that pickup or delivery of freight within the 25-mile radius would be limited to line-haul to or from the area over carrier's own line. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 42963 (Sub-No. 41), filed May 8, 1967. Applicant: DANIEL HAMM DRAYAGE COMPANY, a corporation, Second and Tyler Streets, St. Louis, Mo. 63102. Applicant's representative: Ernest A. Brooks II, 1301 Ambassador Building, St. Louis Mo. 63101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Clay, in bulk, from the St. Louis, Mo.-East St. Louis, Ill., commercial zone, as defined by the Commission to points in Illinois, Missouri, Arkansas, Kentucky, Tennessee, Indiana, Ohio, Nebraska, Iowa, Kansas, and Oklahoma. Note: If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo., or Washington, D.C.

No. MC 44801 (Sub-No. 8), filed May 9, 1967. Applicant: O. C. WILEY & SONS INC., 632 Oakley Avenue, Lynchburg, Va. Applicant's representative: Edward G. Villalon, 1735 K Street NW., Washington, D.C. 20006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Groceries and commodities dealt in by wholesale and retail grocery houses, from Lynchburg and Richmond, Va., to Virginia Foods, Inc., warehouse near Bluefield, Va. Note: If a hearing is deemed necessary, applicant requests it be held at Lynchburg, Va., or Washington, D.C.

No. MC 50069 (Sub-No. 378), filed May 5, 1967. Applicant: REFINERS TRANSPORT & TERMINAL CORPORATION, 930 North York Road, Hinsdale, Ill. Applicant's representative: Robert H. Levy, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Liquid coal tar products, in bulk, in tank vehicles, from Toledo, Ohio, to points in Alabama, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, West Virginia, and Wisconsin. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Washington, D.C.

No. MC 61403 (Sub-No. 168), filed May 9, 1967. Applicant: THE MASON AND DIXON TANK LINES, INC., Eastman Road, Kingsport, Tenn. 37662. Applicant's representative: W. C. Mitchell, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Chemicals, in bulk, from the plantsite and storage facilities of Reichhold Chemicals, Inc., at or near Tuscaloosa, Ala., to points in the United States (except Alaska and Hawaii). Note: Applicant states it does not seek duplicating authority. If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga., Memphis, Tenn., or Jacksonville, Fla.

No. MC 64600 (Sub-No. 33), filed May 4, 1967. Applicant: WILSON TRUCKING CORPORATION, New Hope Road, Post Office Box 340, Waynesboro, Va. Applicant's representative: Francis W. McInerney, 1000 16th Street NW., Washington, D.C. 20036. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: General commodities (except commodities in bulk), serving the Surry Power Station in Surry County, Va., as an off-route point in connection with applicant's presently authorized regular route. Note: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 67450 (Sub-No. 27), filed May 4, 1967. Applicant: PETERLIN CARTAGE CO., a corporation, 9651 South Ewing Avenue, Chicago, Ill. 60617. Applicant's representative: Joseph M. Scanlan, 111 West Washington Street, Chicago, Ill. 60602. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Grain products, in bulk, from Cedar Rapids, Iowa, to points in the United States (except Alaska and Hawaii). Note: If a hearing is deemed necessary, applicant requests it be held at Des Moines, Iowa, or Chicago, Ill.

No. MC 69512 (Sub-No. 5), filed March 21, 1967. Applicant: THUNDERBIRD FREIGHT LINES, INC., 1515 South 22d Avenue, Phoenix, Ariz. 85009. Applicant's representative: David Wm. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: General commodities (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading), between points within a 25-mile radius of Phoenix, Ariz. (determined from the city limits), with the stipulation that the pickup and delivery of freight within the 25-mile radius would be limited to linehaul to or from the area over carrier's own line; Queen Creek, Ariz., and points within 5 miles thereof, with same stipulation. Note: Applicant states that it will tack the authority sought with its presently held authority wherein it is authorized to conduct operations in the States of California, Arizona, and New Mexico. If a hearing is

deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 76032 (Sub-No. 212), filed March 14, 1967. Applicant: NAVAJO FREIGHT LINES, INC., 1205 South Platte River Drive, Denver, Colo. 80223. Applicant's representative: David W. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between points within a 25-mile radius of Phoenix, Ariz. NOTE: Applicant states that pickup or delivery of freight within the 25-mile radius would be limited to linehaul to or from the area over carrier's own line. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 76472 (Sub-No. 7), filed May 11, 1967. Applicant: MATERIAL TRUCKING, INC., 924 South Heald Street, Wilmington, Del. Applicant's representative: Morris J. Winokur, 1920, Two Penn Center Plaza, Philadelphia, Pa. 19102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Salt* (except rock salt and rock salt compounds, in bulk), from Wilmington, Del., to points in Caroline, Dorchester, Somerset, Talbot, Wicomico, and Worcester Counties, Md. NOTE: If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa.

No. MC 78786 (Sub-No. 271), filed March 14, 1967. Applicant: PACIFIC MOTOR TRUCKING COMPANY, a corporation, 9 Main Street, San Francisco, Calif. 94105. Applicant's representative: David Wm. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities* (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between points within a 25-mile radius of Phoenix, Ariz. NOTE: Applicant states pickup and delivery of freight within the 25-mile radius would be limited to linehaul to or from the area over applicant's own line. Applicant further states it proposes to tack the authority herein requested to other authority now held by applicant serving points in Arizona and Texas. Applicant is authorized to operate as a contract carrier in MC 78787 Sub 27 and other subs, therefore, dual operations and common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 79135 (Sub-No. 38), filed May 8, 1967. Applicant: COSSITT MOTOR EXPRESS, INC., 63 Kendrick Avenue, Hamilton, N.Y. Applicant's representative: George A. Olsen, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Charcoal, except in bulk,*

grills, advertising materials, premiums, and displays, from Cobelskill and Stamford, N.Y., to points in New York, New Jersey, Connecticut, Massachusetts, Rhode Island, and Pennsylvania. NOTE: Applicant states that the above proposed authority could be tacked with its present authority in Sub 25, from Horton, N.Y. If a hearing is deemed necessary, applicant requests it be held at Syracuse or Albany, N.Y., or Washington, D.C.

No. MC 87720 (Sub-No. 64), filed May 9, 1967. Applicant: BASS TRANSPORTATION CO., INC., Old Croton Road, Flemington, N.J. 08822. Applicant's representative: Bert Collins, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Office furniture*, crated and uncrated, from Nashville, Tenn., to points in Pennsylvania, New Jersey, New York, Connecticut, Ohio, Massachusetts, Rhode Island, Delaware, Maryland, Virginia, West Virginia, Maine, New Hampshire, Vermont, and the District of Columbia, under contract with Globe Wernecke Co., division of Sheller-Globe Corp. of Kentucky. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 88594 (Sub-No. 12), filed May 8, 1967. Applicant: CARLETON G. WHITAKER, INC., Post Office Box 93, Route 17, Deposit, N.Y. 13754. Applicant's representative: Martin Werner, 2 West 45th Street, New York, N.Y. 10036. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Commodities dealt in by a processor or distributor of dairy products*, in vehicles equipped with temperature-controlling devices between North Lawrence, N.Y., on the one hand, and, on the other, Philadelphia, Pa., Baltimore, Md., Washington, D.C., and points in their respective commercial zones as defined by the Commission. NOTE: If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Washington, D.C.

No. MC 95540 (Sub-No. 698), filed May 10, 1967. Applicant: WATKINS MOTOR LINES, INC., 1120 West Griffin Road, Lakeland, Fla. Applicant's representative: Alan E. Serby, 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy and confectionary products*, from Dunn, N.C., to points in Michigan, Ohio, Indiana, Illinois, Missouri, Oklahoma, Kansas, Florida, and North Dakota. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant does not indicate a location.

No. MC 95540 (Sub-No. 699), filed May 10, 1967. Applicant: WATKINS MOTOR LINES, INC., 1120 West Griffin Road, Lakeland, Fla. Applicant's representative: Alan E. Serby, 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods*, from Lake City, Pa., to points in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North

Carolina, Oklahoma, South Carolina, Tennessee, Virginia, and Texas. NOTE: If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Washington, D.C.

No. MC 95540 (Sub-No. 700), filed May 10, 1967. Applicant: WATKINS MOTOR LINES, INC., 1120 West Griffin Road, Lakeland, Fla. Applicant's representatives: Alan E. Serby and Paul M. Daniel, 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Agricultural commodities* exempt from economic regulation pursuant to section 203(b)(6) of the Interstate Commerce Act, when transported at the same time and in the same vehicle with commodities subject to economic regulation (as otherwise authorized), (1) from points in Louisiana to Louisville, Ky.; Indianapolis, Ind.; and points in Illinois, Iowa, Kansas, Missouri, Wisconsin, South Dakota, and Minnesota, and (2) from Gulfport, Miss., to points in Alabama (except Montgomery), Arizona, Arkansas, California, Colorado, Florida (except Pensacola), Georgia (except Atlanta and points within 15 miles thereof), Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. NOTE: If a hearing is deemed necessary, applicant requests it be held at New Orleans, La., or Washington, D.C.

No. MC 96176 (Sub-No. 13), filed May 8, 1967. Applicant: RAY CARTER, INC., 1629 Rozelle Street, Memphis, Tenn. 38106. Applicant's representative: Ernest A. Brooks II, 1301 Ambassador Building, St. Louis, Mo. 63101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Self-propelled articles, each weighing 15,000 pounds or more*, between points in Alabama, Arkansas, Louisiana, Kentucky, Mississippi, and Tennessee. Restriction: The operations authorized herein are restricted against the transportation of: (1) Iron and steel, and iron and steel articles, which originate at Anniston, Birmingham, Decatur, Gadsden, and Tuscaloosa, Ala., or points within 10 miles thereof; (2) Stone, aircraft, and missiles and parts thereof; and, (3) pipe, pipeline dope, and valves used in or in connection with the construction, operation, repair, maintenance, servicing, or dismantling of pipelines, including the stringing or picking up of pipe in connection therewith. NOTE: (a) The authority sought above is restricted to commodities which are transported on trailers; (b) any authority granted, to the extent that it duplicates any authority heretofore granted to or now held by applicant shall not be construed as conferring more than one operating right; and (c) any authority granted herein and that now held by applicant between the same points shall be construed as comprising a single operating right not

severable for sale or otherwise. (d) Applicant states that the above proposed authority duplicates present authority held by Ray Carter, Inc., in certificate No. MC 96176, and by this application authority to transport articles (with certain named restrictions), each weighing 15,000 pounds or more, in the same six nonradial States where applicant is presently authorized to serve. If a hearing is deemed necessary, applicant requests it be held at Memphis, Tenn., or Washington, D.C.

No. MC 96344 (Sub-No. 3), filed May 9, 1967. Applicant: NORTHWEST DRAYAGE COMPANY, a corporation, 10 Angelica Street, St. Louis, Mo. 63147. Applicant's representative: Ernest A. Brooks II, 1301 Ambassador Building, St. Louis, Mo. 63101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Iron and steel, and iron and steel articles, and equipment, materials, and supplies used in the manufacture or processing of iron and steel articles, between points in the St. Louis, Mo.-East St. Louis, Ill., commercial zone, as defined by the Commission, and Alton, Ill., on the one hand, and on the other, points in Missouri, Illinois, Indiana, Kentucky, Tennessee, Arkansas, Oklahoma, Kansas, Nebraska, and Iowa.* Note: If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo.

No. MC 98313 (Sub-No. 1), filed April 4, 1967. Applicant: POWELL BETTS AND WILLIS I. BETTS, a partnership, doing business as BETTS TRANSFER, 1000 Conrad Street, Johnstown, Pa. Applicant's representative: William S. Livengood, Jr., 227 State Street, Harrisburg, Pa. 17101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Property (excluding household furniture, articles of special value, heavy machinery, or property requiring special equipment to handle, commodities in bulk in tank trucks, and property for the American Stores Co.), (1) from Johnstown (Cambria County), Pa., to points in Cambria County; (2) from Johnstown, to the Boroughs of Somerset (Somerset County), Indiana (Indiana County), and Bedford (Bedford County), and Latrobe and Altoona, Pa., and (3) points between Johnstown, Pa., and the points above described.* Note: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., Harrisburg, or Johnstown, Pa.

No. MC 102560 (Sub-No. 8), filed May 5, 1967. Applicant: FREILER INDUSTRIES, INC., Box 636, Amite, La. 70422. Applicant's representative: Harold R. Ainsworth, 2307 American Bank Building, New Orleans, La. 70130. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Building materials, treated poles, and treated piling, moving on either pole trailers or flatbed equipment, from points in Tangipahoa and St. Tammany Parishes, La., to points in Orleans Parish, La.; and (2) Building materials, moving on flatbed equipment, from points in Orleans Parish, La., to*

points in East Baton Rouge, Livingston, Orleans, St. Tammany, and Tangipahoa Parishes, La. Note: Applicant states the above proposed authority could be tacked with Sub 5, to give service from Slidell and Madisonville, La., to points in Arkansas and Missouri, over points in Missouri. If a hearing is deemed necessary, applicant requests it be held at New Orleans, La.

No. MC 105413 (Sub-No. 28), filed May 9, 1967. Applicant: PETROLEUM TRANSPORT SERVICE, INC., Highway 275, Council Bluffs, Iowa 51501. Applicant's representative: Einar Viren, 904 City National Bank Building, Omaha, Neb. 68102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Fertilizer and fertilizer materials; acids, and chemicals; petroleum oil (used in fungicides, herbicides or pesticides); including but not restricted to, anhydrous ammonia, fertilizer solutions, insecticides, herbicides, fungicides, aqua ammonia, methanol, urea, and urea products, in bulk, from the Gulf Oil Corp.'s River Terminal located at or near Blair, Neb., to points in Wisconsin, Minnesota, Iowa, Missouri, Kansas, Illinois, Indiana, Michigan, Colorado, South Dakota, North Dakota, Wyoming, Montana, and Nebraska.* Note: If a hearing is deemed necessary, applicant requests it be held at Omaha, Neb.

No. MC 105950 (Sub-No. 6), filed May 8, 1967. Applicant: BADER BROS. VAN LINES, INC., 475 Underhill Boulevard, Syosset, N.Y. 11791. Applicant's representative: Henry M. Bressler (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Household goods, between points in New Jersey within 25 miles of New York, N.Y., and points in Suffolk and Nassau Counties, N.Y.* Note: The purpose of this instant application is to add Nassau County as a base point in authority held in its Sub 1. If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 106163 (Sub-No. 24), filed May 5, 1967. Applicant: RED LINE TRANSFER AND STORAGE COMPANY, INC., Post Office Box 856, 2600 West Sixth Avenue, Pine Bluff, Ark. 71601. Applicant's representative: Louis Tarlowski, 914 Pyramid Life Building, Little Rock, Ark. 72201. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), (1) between Eudora, Ark., and Mer Rouge, La., from Eudora, Ark., over U.S. Highway 65 to junction Louisiana Highway 2, thence over Louisiana Highway 2 to Mer Rouge, serving all intermediate and off-route points; (2) between junction U.S. Highway 65 and Louisiana Highway 2, over U.S. Highway 65, to Lake Providence, La., serving all intermediate and off-route points.* Note: If a hearing is deemed necessary, applicant requests it be held at Greenville, Miss.

No. MC 107010 (Sub-No. 28), filed April 14, 1967. Applicant: D & R BULK CARRIERS, INC., Post Office Box 106, Auburn, Neb. 68305. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Anhydrous ammonia, in bulk, in tank vehicles, from the plantsite (storage facility) of Armour Agricultural Chemical Co., near Bellevue (Jackson County), Iowa, to points in Iowa, Kansas, Nebraska, South Dakota, Minnesota, North Dakota, Wisconsin, Illinois, Indiana, Michigan, and Missouri.* Note: If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo.

No. MC 107227 (Sub-No. 94), filed May 8, 1967. Applicant: INSURED TRANSPORTERS, INC., 1944 Williams Street, San Leandro, Calif. 94577. Applicant's representative: John G. Lyons, 1418 Mills Tower, San Francisco, Calif. 94104. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Motor vehicles (except passenger automobiles), and chassis, in initial and secondary movements, in driveway service, and (2) bodies, cabs, and parts of, and accessories for, such vehicles when moving in connection therewith, (a) from ports of entry on the international boundary line between Canada and the United States located at Maine, New Hampshire, Vermont, New York, Michigan, Minnesota, North Dakota, Montana, Idaho, and Washington to points in the United States (except Alaska and Hawaii), and (b) from ports of entry on the international boundary line between Canada and the United States located at Alaska to points in Alaska, restricted in all instances to the transportation of traffic moving from Canadian plantsites of: Pacific Car & Foundry Co., or its subsidiaries and divisions including Peterlin Motors Co., and Sclard, Inc.* Note: If a hearing is deemed necessary, applicant requests it be held at San Francisco, Calif., Seattle, Wash., or Washington, D.C.

No. MC 107496 (Sub-No. 563), filed May 8, 1967. Applicant: RUAN TRANSPORT CORPORATION, Keosauqua Way at Third, Post Office Box 855, Des Moines, Iowa 50304. Applicant's representative: H. L. Fabritz (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Ground limestone, from Weeping Water, Neb., to points in Iowa, South Dakota, Minnesota, Kansas, and Missouri.* Note: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Omaha or Lincoln, Neb.

No. MC 107515 (Sub-No. 571), filed May 5, 1967. Applicant: REFRIGERATED TRANSPORT CO., INC., Post Office Box 10799, Station A, Atlanta, Ga. 30310. Applicant's representative: B. L. Gundlach (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Nondairy food dressing, nondairy cream substitute, and cocoa mix in mechanically refrigerated equipment, from Jonesboro, Tenn., to points in Alabama, Florida,*

Georgia, Indiana, Illinois, Kentucky, Maryland, Michigan, New York, Ohio, Pennsylvania, Virginia, and the District of Columbia. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio, or Knoxville, Tenn.

No. MC 108449 (Sub-No. 260), filed May 9, 1967. Applicant: INDIANHEAD TRUCK LINE, INC., 1947 West County Road C, St. Paul, Minn. 55113. Applicant's representative: W. A. Myllenebeck (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Fertilizer and fertilizer materials, acids, and chemicals, petroleum oil (used in fungicides, herbicides or pesticides), including but not restricted to anhydrous ammonia, fertilizer solutions, insecticides, herbicides, fungicides, aqua ammonia, methanol, urea, and urea products, in bulk, from the Gulf Oil Corp.'s River Terminal at or near Blair, Nebr., to points in Wisconsin, Minnesota, Iowa, Missouri, Kansas, Illinois, Indiana, Michigan, Colorado, South Dakota, North Dakota, Wyoming, Montana, and Nebraska.* **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr., or Kansas City, Mo.

No. MC 109478 (Sub-No. 103), filed May 9, 1967. Applicant: WORSTER MOTOR LINES, INC., Gay Road, North East, Pa. Applicant's representative: William W. Knox, 23 West 10th Street, Erie, Pa. 16501. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Containers and parts therefor, (1) from Salem, N.J., to points in New York, and (2) from Connellsville and South Connellsville, Pa., to points in New York, Massachusetts, Connecticut, Rhode Island, New Hampshire, and Vermont.* **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Pittsburgh, Pa., or Washington, D.C.

No. MC 110264 (Sub-No. 35), filed March 14, 1967. Applicant: ALBUQUERQUE PHOENIX EXPRESS, INC., Post Office Box 3459, 4500 McLeod Road NE., Albuquerque, N. Mex. 87110. Applicant's representative: David W. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities (except those of unusual value), household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment, between points within a 25-mile radius of Phoenix, Ariz.* **NOTE:** Applicant states that pickup or delivery of freight within the 25-mile radius would be limited to linehaul to or from the area over carrier's own line. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 110325 (Sub-No. 43), filed March 14, 1967. Applicant: TRANSCON LINES, 1206 South Maple Avenue, Los Angeles, Calif. 90015. Applicant's representative: David Wm. West, 363 North First Avenue, Phoenix, Ariz. 85003. Authority sought to operate as a common

carrier, by motor vehicle, over irregular routes, transporting: *General commodities except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between points within a 25-mile radius of Phoenix, Ariz.* **NOTE:** Applicant states that pickup or delivery of freight within the 25-mile radius would be limited to linehaul to or from the area over carrier's own line. If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz.

No. MC 110525 (Sub-No. 830), filed May 4, 1967. Applicant: CHEMICAL LEAMAN TANK LINES, INC., 520 East Lancaster Avenue, Downingtown, Pa. 19335. Applicant's representatives: Leonard A. Jaskiewicz, 1155 15th Street, NW., Madison Building, Washington, D.C. 20005, and Edwin H. van Deusen (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Vinyl lacquer, in bulk, in tank vehicles, from Carrollton, Ky., to Milwaukee, Wis.* **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 110988 (Sub-No. 232) (Correction), filed January 30, 1967, published FEDERAL REGISTER issues of February 24, 1967, and May 18, 1967, corrected May 18, 1967, and republished, as corrected, this issue. Applicant: KAMPO TRANSIT, INC., 200 West Cecil Street, Neenah, Wis. Applicant's representative: E. Stephen Helsley, 529 Transportation Building, Washington, D.C. 20006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Diammonium phosphate, in bulk, in tank or hopper type vehicles, from Depue and Riverdale, Ill., and Dubuque and Des Moines, Iowa, to points in Illinois, Iowa, Wisconsin, Minnesota, Missouri, Nebraska, Kansas, South Dakota, North Dakota, Indiana, Ohio, and Michigan.* **NOTE:** The purpose of this republication is to include the State of Minnesota as a destination point, which was erroneously omitted. If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 110988 (Sub-No. 237), filed May 9, 1967. Applicant: KAMPO TRANSIT, INC., 200 West Cecil Street, Neenah, Wis. Applicant's representative: E. Stephen Helsley, 529 Transportation Building, Washington, D.C. 20006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Chemicals, in bulk, in tank or hopper type vehicles (except lignin liquor and lignin pitch), from Neenah, Menasha, Appleton, and Kimberly, Wis., to points in Illinois, Indiana, Michigan, Missouri, Iowa, Wisconsin, and Minnesota.* **NOTE:** Applicant states it presently holds authority to transport sodium sulphite solution, lacquer solvent, and liquid caustic soda to Illinois and the Upper Peninsula of Michigan; and Rosin sizing and liquid alum to the Upper Peninsula of Michigan, however no duplicate authority is being sought. Applicant indicates tacking possibilities at South Beloit, Ill., and Mason City, Iowa.

If a hearing is deemed necessary, applicant requests it be held at Madison, Wis.

No. MC 111401 (Sub-No. 213) (Amendment), filed December 29, 1966, published FEDERAL REGISTER issues of February 9, 1967, and March 2, 1967, and republished as amended, this issue. Applicant: GROENDYKE TRANSPORT, INC., 2510 Rock Island Boulevard, Post Office Box 632, Enid, Okla. 73701. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Helium, liquefied and/or gaseous, in bulk, from the Alamo Chemical Co. and Gardner Cryogenic Corp. Helium plant commonly referred to as Greenwood Facility located in Morton County, Kans., approximately 25 miles northwest of Elkhart, Kans., to points in the United States, except Alaska and Hawaii.* **NOTE:** The purpose of this republication is to delete all of the excepted points previously listed. If a hearing is deemed necessary, applicant requests it be held at Oklahoma City, Okla.

No. MC 113388 (Sub-No. 81), filed May 4, 1967. Applicant: LESTER C. NEWTON TRUCKING CO., a corporation, Post Office Box 248, Bridgeville, Del. 19933. Applicant's representative: H. Charles Ephraim, 1411 K Street NW., Washington, D.C. 20005. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Foods and foodstuffs, from points in Cumberland County, N.J., to points in Maine, New Hampshire, Ohio, Vermont, and West Virginia, and (2) Such commodities as are used in, or are incidental to the preparation, packing, and shipment of foods and foodstuffs, from points in Maine, New Hampshire, Ohio, Pennsylvania, Vermont, and West Virginia, to points in Cumberland County, N.J.* **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Philadelphia, Pa.

No. MC 114019 (Sub-No. 174), filed May 11, 1967. Applicant: MIDWEST EMERY FREIGHT SYSTEM, INC., 7000 South Pulaski Road, Chicago, Ill. 60629. Applicant's representative: Carl L. Steiner, 39 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Prepared foodstuffs, from Dover, Del., to points in Illinois, Indiana, Kansas, Kentucky, Ohio, Michigan, Minnesota, and Missouri.* **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 114019 (Sub-No. 175), filed May 12, 1967. Applicant: MIDWEST EMERY FREIGHT SYSTEM, INC., 7000 South Pulaski Road, Chicago, Ill. 60629. Applicant's representative: Carl L. Steiner, 39 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat by-products, and articles distributed by meat packinghouses, as described in sections A and C of appendix I to the report in Descriptions in Motor Carrier Certificates, 61 M.C.C. 209 and 766, from St. Louis, Mo., to points in Indiana, Ohio,*

Pennsylvania, Michigan, New Jersey, New York, Delaware, Connecticut, Massachusetts, Maryland, New Hampshire, Maine, Vermont, Virginia, West Virginia, and the District of Columbia. Note: If a hearing is deemed necessary, applicant requests it be held at St. Louis, Mo.

No. MC 114045 (Sub-No. 280), filed May 8, 1967. Applicant: TRANS-COLD EXPRESS, INC., Post Office Box 5842, Finley and Belt Line Road, 75240, Dallas, Tex. 75222. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Cooked bakery goods, in vehicles equipped with mechanical refrigeration, from Dallas and Fort Worth, Tex., to Las Vegas, Reno, Carson City, and Elko, Nev. Note: If a hearing is deemed necessary, applicant requests it be held at Dallas, Tex.

No. MC 114091 (Sub-No. 79), filed May 8, 1967. Applicant: HUFF TRANSPORT CO., INC., 2114 South 41st Street, Louisville, Ky. 40211. Applicant's representative: Rudy Yessin, Post Office Box 457, Frankfort, Ky. 40601. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Anhydrous ammonia, ammonium nitrate fertilizer, and liquid nitrogen fertilizer solutions, in bulk, in tank vehicles, from Marseilles, Ill., and points within 5 miles thereof, to points in Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Ohio, and Wisconsin. Note: If a hearing is deemed necessary, applicant did not specify location.

No. MC 114533 (Sub-No. 154), filed May 5, 1967. Applicant: B. D. C. CORPORATION, 4970 South Archer Avenue, Chicago, Ill. 60632. Applicant's representative: Warren W. Wallin (same address as applicant). Authority sought to operate as a common carrier by motor vehicle, over irregular routes, transporting: Exposed and processed film and prints, complimentary replacement film, and incidental dealer handling supplies (except motion picture film and supplies used in connection with commercial and television pictures), between Milwaukee, Wis., on the one hand, and, on the other, Grand Rapids, Mich. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or Milwaukee, Wis.

No. MC 114552 (Sub-No. 32), filed May 10, 1967. Applicant: SENN TRUCKING COMPANY, a corporation, Post Office Box 333, Newberry, S.C. Applicant's representative: Frank A. Graham, Jr., 707 Security Federal Building, Columbia, S.C. 29201. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Citrus pulp, citrus meal, and oyster shells, (1) from points in Florida to points in Alabama, Georgia, North Carolina, South Carolina, and Tennessee; and (2) from points in Mobile County, Ala., to points in Georgia, North Carolina, South Carolina, and Tennessee. Note: If a hearing is deemed necessary, applicant requests it be held at Columbia, S.C., Jacksonville, Fla., or Charlotte, N.C.

No. MC 115357 (Sub-No. 6), filed May 10, 1967. Applicant: GEORGE WILLARD

TURNER, doing business as TURNER AUTO TRANSPORT, 1313 Erie Street, North Kansas City, Mo. 64116. Applicant's representative: Sherman L. Gibson, 1000 Commerce Tower, Kansas City, Mo. 64105. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Automobiles in secondary movements, in truckaway service (restricted against movements from places of manufacture or assembly), between Kansas City, Mo., on the one hand, and, on the other, points in Colorado, Iowa, Kansas, Nebraska, Oklahoma, and Texas. Note: Applicant states it presently holds authority to transport used automobiles within the same area covered by instant application. If a hearing is deemed necessary, applicant requests it be held at Kansas City, Mo.

No. MC 115523 (Sub-No. 139), filed May 8, 1967. Applicant: CLARK TANK LINES COMPANY, a corporation, 1450 Beck Street, Post Office Box 1895, Salt Lake City, Utah. Applicant's representative: Franklin D. Johnson, 422 Continental Bank Building, Salt Lake City, Utah 84101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Hides, dry, green, and salted, loose or in bundles and not in containers between points in Washington and California. Note: If a hearing is deemed necessary, applicant requests it be held at Salt Lake City, Utah, or Spokane, Wash.

No. MC 115651 (Sub-No. 17), filed May 12, 1967. Applicant: KANEY TRANSPORTATION, INC., Rural Route No. 4, Post Office Box 12, Freeport, Ill. 61032. Applicant's representative: David Axelrod, 39 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Anhydrous ammonia, in bulk, in tank vehicles, from the plantsite and storage facilities of Armour Agricultural Chemical Co. near Bellevue, Jackson County, Iowa, to points in Iowa, Kansas, Nebraska, South Dakota, Minnesota, North Dakota, Wisconsin, Illinois, Indiana, Michigan, and Missouri. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 115651 (Sub-No. 18), filed May 12, 1967. Applicant: KANEY TRANSPORTATION, INC., Rural Route No. 4, Post Office Box 12, Freeport, Ill. 61032. Applicant's representative: David Axelrod, 39 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Diammonium phosphate, in bulk, (1) from Depue, Ill., to points in Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; (2) from Riverdale and Colfax, Ill., to points in Illinois, Indiana, Michigan, Ohio, and Wisconsin; (3) from Des Moines, Iowa, to points in Iowa, Illinois, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, and Wisconsin; and (4) from Dubuque, Iowa, to points in Iowa, Illinois, Kansas, Minnesota, Mis-

souri, Nebraska, North Dakota, South Dakota, and Wisconsin. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill.

No. MC 115924 (Sub-No. 14), May 8, 1967. Applicant: SUGAR TRANSPORT, INC., Post Office Box 4063, Port Wentworth, Ga. 31407. Applicant's representative: J. A. Kundtz, 1050 Union Commerce Building, Cleveland, Ohio 44115. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: Liquid and invert sugar, corn syrup, and blends of corn syrup and liquid, and invert sugar, in bulk, in tank vehicles, from Port Wentworth, Ga., to points in Alabama, under continuing contract or contracts with Savannah Sugar Refining Corp. Note: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Atlanta, Ga.

No. MC 116073 (Sub-No. 73), filed May 8, 1967. Applicant: BARRETT MOBILE HOME TRANSPORT INC., Post Office Box 601, 1825 Main Avenue, Moorhead, Minn. 56561. Applicant's representative: Donald Cross, Munsey Building, Washington, D.C. 20004. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Trailers designed to be drawn by passenger automobiles, in initial movements, in truckaway service, from points in Marathon County, Wis., Poweshiek and Polk Counties, Iowa, to points in the United States (except Alaska and Hawaii). Note: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

No. MC 116077 (Sub-No. 212), filed May 11, 1967. Applicant: ROBERTSON TANK LINES, INC., 5700 Polk Avenue, Post Office Box 1505, Houston, Tex. 77001. Applicant's representative: Thomas E. James, The 904 Lavaca Building, Austin, Tex. 78701. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Cement, having a prior movement by water between points in Texas, from the plantsite of Dundee Cement Co. at or near Houston, Tex., to points in Oklahoma, Arkansas, Louisiana, Mississippi, and Alabama. Note: Applicant states that no duplicating authority is being sought. If a hearing is deemed necessary, applicant requests it be held at Houston or Dallas, Tex.

No. MC 116254 (Sub-No. 72), filed May 12, 1967. Applicant: CHEM-HAULERS, INC., Post Office Drawer M, Sheffield, Ala. 35661. Applicant's representative: Walter Harwood, 515 Nashville Bank & Trust Building, Nashville, Tenn. 37201. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: Chemicals, in bulk, originating at the plantsite and storage facilities of Reichhold Chemicals, Inc., at or near Tuscaloosa, Ala., to points in the United States (except Alaska and Hawaii). Note: If a hearing is deemed necessary, applicant requests it be held at Birmingham or Montgomery, Ala.

No. MC 117815 (Sub-No. 123), filed May 10, 1967. Applicant: PULLEY

FREIGHT LINES, INC., 405 Southeast 20th Street, Des Moines, Iowa 50317. Applicant's representative: William A. Landau, 1307 East Walnut Street, Des Moines, Iowa 50306. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Empty cheese drums and cheese packaging supplies*, from Hutchinson and New Ulm, Minn., to points in Nebraska on and east of U.S. Highway 83 and points in Iowa, and (2) *cheese in metal drums or other packages*, from points in Nebraska on and east of U.S. Highway 83 and points in Iowa, to Hutchinson and New Ulm, Minn. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Minneapolis, Minn., or Madison, Wis.

No. MC 118288 (Sub-No. 21), filed May 11, 1967. Applicant: STEPHEN F. FROST, Post Office Box 28, Billings, Mont. 59103. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meat meal, bone meal, and blood meal*, from points in Montana to points in North Dakota, South Dakota, Minnesota, Wisconsin, Wyoming, Nebraska, and Iowa. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Billings, Mont.

No. MC 118535 (Sub-No. 30), filed May 10, 1967. Applicant: JIM TIONA, JR., Post Office Box 127, 803 West Ohio, Butler, Mo. Applicant's representative: Tom B. Kretsinger, 450 Professional Building, Kansas City, Mo. 64106. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Dry animal and poultry feed ingredients*, from Dubuque, Iowa, and Omaha, Nebr., to points in Arkansas, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, and Wisconsin. (2) *Dry animal and poultry feeds and feed ingredients*, from Kansas City, Mo., to points in Arkansas, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, and Wisconsin. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Kansas City or St. Louis, Mo., or Chicago, Ill.

No. MC 119234 (Sub-No. 2) filed May 10, 1967. Applicant: MERCER MARINE TRANSIT CORP., Route 2, Hargroves Road, Smyrna, Ga. 30080. Applicant's representative: Paul M. Daniell, 1600 First Federal Building, Atlanta, Ga. 30303. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Boats and boating equipment*, (1) between points in the United States on and east of U.S. Highway 85, and (2) between points in the United States on and east of U.S. Highway 51, on the one hand, and, on the other, points in the United States west of U.S. Highway 85, (except Alaska and Hawaii). **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Atlanta, Ga.

No. MC 119829 (Sub-No. 23), filed May 8, 1967. Applicant: F. J. EGNER & SON, INC., Post Office Box 216, 3969 Congress Parkway, West Richfield, Ohio

44286. Applicant's representative: Taylor C. Burneson, 88 East Broad Street, Suite 1680, Columbus, Ohio 43215. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Liquid fertilizers and liquid fertilizer ingredients*, in bulk, in tank vehicles, (1) from Thornstown and Eaton, Ind., to points in Ohio, and (2) from Warsaw, Ind., to points in Illinois and Ohio. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Columbus or Cleveland, Ohio.

No. MC 119829 (Sub-No. 24), filed May 10, 1967. Applicant: F. J. EGNER & SON, INC., 3969 Congress Parkway, West Richfield, Ohio 44286. Applicant's representative: Taylor C. Burneson, 88 East Broad Street, Suite 1680, Columbus, Ohio 43215. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, (1) from points in Franklin County, Ohio, to points in Marion and Vigo Counties, Ind., and Lawrence County, Ill., and (2) from points in Clark County, Ohio, to points in Marion and Vigo Counties, Ind. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Columbus or Cleveland, Ohio.

No. MC 120383 (Sub-No. 3), filed May 10, 1967. Applicant: DRUCAS MOVING & STORAGE SERVICE, INC., 1029 Twigg Street, Tampa, Fla. 33602. Applicant's representative: Alan F. Wohlstetter, 1 Farragut Square South, Washington, D.C. 20006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, (a) between points in Florida, and (b) between points in Florida on the one hand, and, on the other, the ports of New Orleans, La., and Savannah, Ga., restricted to shipments having a prior or subsequent movement in foreign commerce beyond said ports in containers. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Tampa, Fla., or Washington, D.C.

No. MC 123383 (Sub-No. 21), filed May 8, 1967. Applicant: BOYLE BROTHERS, INC., 276 River Road, Edgewater, N.J. 07020. Applicant's representative: Morton E. Kiel, 140 Cedar Street, New York, N.Y. 10006. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Building materials* (except commodities in bulk and commodities which because of size and weight require the use of special equipment), from the plantsite of the Flintkote Co. at Camden, N.J., to points in that part of New York north of U.S. Highway 6, and (2) *joint system*, from Akron, N.Y., to Camden, N.J. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at New York, N.Y.

No. MC 123405 (Sub-No. 18), filed May 8, 1967. Applicant: FOOD TRANSPORT, INC., Post Office Box 1041, York, Pa. 17404. Applicant's representative: Christian V. Graf, 407 North Front Street, Harrisburg, Pa. 17101. Authority sought to operate as a common carrier, by motor

vehicle, over irregular routes, transporting: *Foodstuffs*, from Westfield, N.Y., and North East and Erie, Pa., to points in Georgia. **NOTE:** Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Harrisburg, Pa.

No. MC 124692 (Sub-No. 35), filed May 9, 1967. Applicant: MYRON SAMMONS, Post Office Box 933, Missoula, Mont. 59801. Applicant's representative: Charles E. Nieman, 1160 Northwestern Bank Building, Minneapolis, Minn. 55402. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Iron and steel, and iron and steel articles*, as defined by the Commission in Appendix V to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 273, restricted against transportation of commodities which, because of size or weight, require special equipment or special handling, from points in the Minneapolis-St. Paul, Minn., commercial zone, as defined by the Commission, to points in North Dakota, South Dakota, Nebraska, Montana, Wyoming, and Colorado. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Minneapolis, or St. Paul, Minn.

No. MC 126149 (Sub-No. 1), filed May 10, 1967. Applicant: DENNY MOTOR FREIGHT, INC., 201 Ellen Court, New Albany, Ind. 47150. Applicant's representative: Donald W. Smith, 511 Fidelity Building, Indianapolis, Ind. 46204. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Tractors* (not including tractors with vehicle beds, bed frames or fifth wheels), and attachments and parts thereof, when moving incidental to and in the same vehicle with tractors, but not including articles which because of size or weight require the use of special equipment from Louisville, Ky., to points in Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Louisiana, Mississippi, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Virginia, Colorado, Connecticut, Delaware, Iowa, Kansas, Maryland, Michigan, Minnesota, Missouri, Nebraska, New York, Pennsylvania, Vermont, Wisconsin, and West Virginia; (2) *prefabricated buildings*, complete, knocked down or in sections and when transported in connection with the transportation of such buildings, component parts thereof and equipment and materials incidental to the erection and completion of such buildings, from New Albany, Ind., and points within 1 mile thereof, to points in Pennsylvania, Kentucky, Missouri, Ohio, and Illinois; and (3) *flavoring syrup, liquid sugar, and invert sugar*, in bulk, in tank vehicles, from Louisville, Ky., to points in Alabama, Arkansas, Florida, Georgia, Iowa, Louisiana, Maryland, Illinois, Indiana, Michigan, Minnesota, Mississippi, Missouri, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, Wisconsin, and the District of Columbia. **NOTE:** The purpose of this application is to convert the applicant's present contract carrier

authority to a common carrier. If a hearing is deemed necessary, applicant requests it be held at Louisville, Ky., or Chicago, Ill.

No. MC 126292 (Sub-No. 1), filed May 8, 1967. Applicant: MOORE & MOORE MOVING AND STORAGE COMPANY, INC., 3325 North El Paso Street, Colorado Springs, Colo. 80907. Applicant's representative: John H. Lewis, The 1650 Grant Street Building, Denver, Colo. 80203. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Containerized household goods*, between points in El Paso, Pueblo, Teller, Fremont, Park, Douglas, Elbert, Lincoln, and Jefferson Counties, Colo. Note: If a hearing is deemed necessary, applicant requests it be held at Denver, Colo.

No. MC 126313 (Sub-No. 2), filed May 8, 1967. Applicant: BEAUCE EXPRESS, INC., 125 10th Street, Beauceville, Est., Beauce County, Quebec, Canada. Applicant's representative: Frank J. Weiner, Investors Building, 536 Granite Street, Braintree, Mass. 02184. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Steel bar joists, steel trusses, and steel bars*, from ports of entry on the international boundary line between the United States and Canada, located at or near Jackman and Coburn, Gore, Maine, Derby Line, Norton Mills, and Highgate Springs, Vt., and Rouses Point, N.Y., to points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, and New Jersey, and returned and damaged shipments of steel bar joists, steel trusses, and steel bars, on return. Note: If a hearing is deemed necessary, applicant requests it be held at Augusta or Portland, Maine, or Boston, Mass.

No. MC 127215 (Sub-No. 30), filed May 8, 1967. Applicant: KENDRICK CARTAGE CO., a corporation, Post Office Box 63, Salem, Ill. 62881. Applicant's representative: W. C. Kendrick (same address as applicant). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Fertilizer and fertilizer ingredients*, (1) from Kansas City, Mo., to points in Kansas, Nebraska, Missouri, and Iowa, (2) from Cairo, Ill., to points in Illinois, Arkansas, Missouri, Kentucky, Tennessee, and Indiana, and (3) from Louisville, Ky., to points in Kentucky, Illinois, Indiana, and Ohio. Note: If a hearing is deemed necessary applicant requests it be held at St. Paul, Minn., Chicago, Ill., or Des Moines, Iowa.

No. MC 127834 (Sub-No. 11), filed May 12, 1967. Applicant: CHEROKEE HAULING & RIGGING, INC., 540-42 Merritt Avenue, Nashville, Tenn. 37203. Applicant's representative: Robert M. Pearce, Central Building, 1033 State Street, Bowling Green, Ky. 42101. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Signs, sign poles, parts, and accessories therefor* (except commodities requiring special equipment), from points in Boone County, Ky., from Kokomo, Ind., and Cincinnati, Ohio, to

points in the United States, except Alaska and Hawaii. Note: If a hearing is deemed necessary, applicant requests it be held at Cincinnati, Ohio, or Nashville, Tenn.

No. MC 128136 (Sub-No. 1), filed May 4, 1967. Applicant: CHARLES F. BRICKER, doing business as FARM & FOREST TRUCK SERVICE, 1648 North Lincoln Avenue, M.C. 28, Salem, Ohio 44460. Applicant's representative: Jay B. Zellar, 47 North Fourth Street, Zanesville, Ohio 43701. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Dressed lumber*, from Stanley Land and Lumber Corp., Drakes Branch, Va., to points on and west of U.S. Highway 220 in Pennsylvania and points on and west of New York Highway 14 in New York, under contract with Stanley Land and Lumber Corp. Note: If a hearing is deemed necessary, applicant requests it be held at Columbus or Wheeling, Ohio.

No. MC 128205 (Sub-No. 4), filed May 10, 1967. Applicant: BULK MATIC TRANSPORT COMPANY, a corporation, 4141 West George Street, Schiller Park, Ill. Applicant's representative: Irving Stillerman, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Diammonium phosphate*, in bulk, from the plantsites, warehouses, and facilities of The New Jersey Zinc Co., located at or near Depue and Riverdale, Ill., and Des Moines and Dubuque, Iowa, to points in Illinois, Iowa, Wisconsin, Missouri, Minnesota, Nebraska, Kansas, South Dakota, North Dakota, Indiana, Ohio, and Michigan. Note: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or New York, N.Y.

No. MC 128345 (Sub-No. 1) (Correction), filed July 21, 1966, published in the FEDERAL REGISTER issue of April 6, 1967, and May 18, 1967, and republished as corrected this issue. Applicant: OTTO SCOTT TRUCKING CO., 517 Tennessee Avenue, Chickasha, Okla. 73018. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Piggy-back trailers*, loaded or empty, having a prior movement by rail, and containing general commodities when loaded, between points in Graddo and Caddo Counties, Okla., those parts of Garvin, McClain, and Cleveland Counties on and west of Oklahoma Highway 74, that part of Stephens County on and north of Oklahoma Highway 29; and that part of Canadian County, Okla., on and west of U.S. Highway 81 and on and south of Interstate Highway 40. Note: The purpose of this republication is to show the correct filing date as July 21, 1966, in lieu of July 21, 1967, as previously published. If a hearing is deemed necessary, applicant requests it be held at Oklahoma City, Okla.

No. MC 128375 (Sub-No. 8), filed May 5, 1967. Applicant: CRETE CARRIER CORPORATION, Post Office Box 249, Crete, Nebr. Applicant's representative: Duane W. Ackie, Post Office Box 2028, 605 South 14th Street, Lincoln, Nebr.

65801. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) *Inedible meat and meat byproducts* for use in animal food, from points in Wisconsin, Illinois, Minnesota, Indiana, Michigan, Ohio, Kentucky, Tennessee, Arkansas, West Virginia, and Virginia, to Allentown, Pa., and (2) *canned pet food, supplies, ingredients, and materials* used in the manufacture of pet food, between Allentown, Pa., and Crete, Nebr., under contract with Allen Products Co. Note: If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 128375 (Sub-No. 9), filed May 5, 1967. Applicant: CRETE CARRIER CORPORATION, Post Office Box 249, Crete, Nebr. Applicant's representative: Charles J. Kimball, Post Office Box 2028, 605 South 14th Street, Lincoln, Nebr. 68501. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) *Metal and fiberglass containers, industrial blenders, and dump station machines, frankfurter processing machines, sand blasters, truck hoists, tractor stilt, stock tank heaters, farm fertilizer applicators, nurse tank wagons, and parts thereof*, from Lenox, Iowa, and Beatrice, Nebr., to points in the United States (except points in Hawaii and Alaska), and (2) *Tools, parts, supplies, and partially fabricated products*, utilized in connection with the manufacturing of the above-named commodities, between Lenox, Iowa; Beatrice, Nebr.; and the port of entry on the United States and Canada boundary line at or near Detroit, Mich., under continuing contract with Tote Systems, Division Hoover Ball and Bearing Co. Note: If a hearing is deemed necessary, applicant requests it be held at Omaha, Nebr.

No. MC 128413 (Sub-No. 3), filed May 9, 1967. Applicant: SEASON-ALL TRANSPORTATION CO., a corporation, Route 119, Indiana, Pa. 15701. Applicant's representative: Richard J. Smith, 1515 Park Building, Pittsburgh, Pa. 15222. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Aluminum products, fabricated metal products, and materials, equipment, and supplies*, used in the production, distribution and sale of the above-named commodities (except commodities in bulk) (1) between the facilities of Season-all Industries, Inc., located at or near Inkster and Marshall, Mich., on the one hand, and, on the other, points in that part of the United States east of a line beginning at the mouth of the Mississippi River, and extending along the Mississippi River to its junction with the western boundary of Itasca County, Minn., thence northward along the western boundaries of Itasca and Koochiching Counties, Minn., to the international boundary line between the United States and Canada and (2) between the facilities of Season-all Industries, Inc., located at or near Indiana, Pa., Inkster and Marshall, Mich., on the one hand, and, on the other, points in Iowa, under a continuing contract or contracts with Season-all Industries, Inc. Note: If a hearing is deemed necessary,

applicant requests it be held at Washington, D.C., or Pittsburgh, Pa.

No. MC 128570 (Sub-No. 2), filed May 1, 1967. Applicant: BROOKS ARMORED CAR SERVICE, INC., 13 East 35th Street, Wilmington, Del. 19802. Applicant's representative: L. Agnew Myers, Jr., 1050 Warner Building, Washington, D.C. 20004. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Inter office records and memoranda, non-negotiable instruments, accounting and billing records and documents (except cash letters and accompanying checks), between Wilmington, Del., on the one hand, and, on the other, points in Kent, Talbot, Wicomico, Caroline, Dorchester, Somerset, and Worcester Counties, Md., and Accomack and Northampton Counties, Va., (2) precision instruments and accessories, parts, and other articles pertaining thereto, between points in Montgomery County, Pa., and Philadelphia, Pa., on the one hand, and, on the other, points in Delaware, Maryland, and New Jersey, and (3) such commodities as are dealt in by pharmaceutical and drug supply houses (except in bulk or in tank vehicles), from New Castle, Del., to points in Kent, Queen Anne, Talbot, Dorchester, Caroline, Wicomico, Somerset, and Worcester Counties, Md., and points in Northampton and Accomack Counties, Va. NOTE: The purpose of this application is to convert certain of applicant's permits to certificates. Applicant holds contract carrier authority under MC 115601 and subs, therefore, dual operations may be involved. Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Wilmington, Del., or Philadelphia, Pa.*

No. MC 128675 (Sub-No. 1), filed April 19, 1967. Applicant: EDWARD T. WALSH, doing business as WALSH CARRIAGE, 4 Mygatt Street, Binghamton, N.Y. 13902. Applicant's representative: Donald C. Carmien, 71 State Street, Binghamton, N.Y. 13902. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: (1) *Foodstuffs, nonrefrigerated and frozen foods, in cans, from Johnson City, N.Y., to points in Connecticut, Delaware, New Jersey, Virginia, North Carolina, South Carolina, Georgia, Maryland, Washington, D.C., Arkansas, and points in Pennsylvania (except those in that area bounded by a line beginning at the New York-Pennsylvania State line and extending south along Pennsylvania Highway 14 to junction U.S. Highway 6, thence westerly along U.S. Highway 6 to Warren, Pa., and thence in a northerly direction along U.S. Highway 62 to the New York-Pennsylvania State line, (2) fresh processed and canned foodstuffs and foods used in the manufacture of food products, cartons, labels, and empty cans, on return from the above specified destination points to Johnson City, N.Y., under contract with Specialty Foods Corp., and (3) fresh processed and canned foodstuffs, and foods used in the manufacture of food products, cartons, labels, and empty cans, from points in Rhode Island, Connecticut, Delaware,*

New Jersey, Pennsylvania, Virginia, and Georgia to Binghamton, N.Y., under contract with Polar Food Service, Inc. NOTE: If a hearing is deemed necessary, applicant requests it be held at Binghamton, N.Y.

No. MC 128677 (Sub-No. 1), filed May 12, 1967. Applicant: PORTLAND EXPRESS, INC., Post Office Box 183, Portland, Tenn. 37148. Applicant's representative: Walter Harwood, 515 Nashville Bank & Trust Building, Nashville, Tenn. 37201. Authority sought to operate as a common carrier, by motor vehicle, over regular routes, transporting: *General commodities (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk and those requiring special equipment), between Nashville and Mitchellville, Tenn., over U.S. Highway 31W, serving all intermediate points. NOTE: If a hearing is deemed necessary, applicant requests it be held at Nashville, Tenn.*

No. MC 128806 (Sub-No. 2), filed May 10, 1967. Applicant: NUNES TRUCKING CO., INC., 114 Liberty Street, Barrington, Ill. Applicant's representative: Albert A. Andrin, 29 South La Salle Street, Chicago, Ill. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Diammonium phosphate, in bulk, from the plantsites, warehouses, and facilities of The New Jersey Zinc Co., located at or near Depue and Riverdale, Ill., and Des Moines and Dubuque, Iowa, to points in Illinois, Iowa, Wisconsin, Missouri, Minnesota, Nebraska, Kansas, South Dakota, North Dakota, Indiana, Ohio, and Michigan. NOTE: If a hearing is deemed necessary, applicant requests it be held at Chicago, Ill., or New York, N.Y.*

No. MC 128841 (Sub-No. 1), filed May 4, 1967. Applicant: MUR-GAIL, INC., 600 Midland Bank Building, Minneapolis, Minn. 55402. Applicant's representative: Samuel Rubenstein, 301 North Fifth Street, Minneapolis, Minn. 55403. Authority sought to operate as a contract carrier, by motor vehicle, over irregular routes, transporting: *Such commodities as are dealt in by premium trading stamp companies, restricted to traffic having had immediate prior out of State transportation by rail; also returned shipments of such commodities as are dealt in by premium trading stamp companies for subsequent out of State movement by rail, from Minneapolis and St. Paul, Minn., to points in Minnesota, under contract with the Sperry and Hutchinson Co. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or Minneapolis, Minn.*

No. MC 128856 (Sub-No. 1), filed May 8, 1967. Applicant: LINZIE DOWNING, doing business as LIN DOWNING & SONS, Post Office Box 1771, Yuma, Ariz. 85364. Applicant's representative: A. Michael Bernstein, 1327 Guaranty Bank Building, Phoenix, Ariz. 85012. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Dry fertilizer, between points in Riverside and Imperial Counties, Calif., on the one hand, and, on the other, points in Yuma, Maricopa, Pima,*

and Pinal Counties, Ariz. NOTE: If a hearing is deemed necessary, applicant requests it be held at Phoenix, Ariz., or Los Angeles, Calif.

No. MC 128912, filed March 1, 1967. Applicant: BERNICE DRESBACH, doing business as DRESBACH TRUCKING COMPANY, Route No. 2, Higby Road, Chillicothe, Ohio 45601. Applicant's representative: David M. Phillips, Room 202 Citizens National Bank, Chillicothe, Ohio. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Aggregates, loose, dry, or pliable, in bulk, in dump vehicles, between points in Ross County, Ohio, Michigan, West Virginia, Indiana, and Kentucky. NOTE: If a hearing is deemed necessary, applicant requests it be held at Columbus, Ohio.*

No. MC 128929, filed March 2, 1967. Applicant: ROGERS MOTOR LINES OF BOSTON, INC., 49 Wachusett Street, Jamaica Plain, Mass. Applicant's representative: Gerard J. Donovan, 12 Stanson Oaks Drive, North Attleboro, Mass. 02760. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *General commodities (except those of unusual value, classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment), between points in Massachusetts. NOTE: If a hearing is deemed necessary, applicant requests it be held at Boston, Mass., or Washington, D.C.*

No. MC 129014 (Sub-No. 2), filed, May 8, 1967. Applicant: MISSISSIPPI RIVER TRANSPORT CO., a corporation, 1830 East Division, Arlington, Tex. 76010. Applicant's representative: Reagan Sayers, Century Life Building, Post Office Box 17007, Fort Worth, Tex. 76102. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Nitrogen solutions, in bulk, from the facilities of International Minerals & Chemical Corp. at or near Hugo, Okla., to points in (1) Texas, east of U.S. Highways 75 and north of Texas State Highway 7 from Centerville, Tex. (on U.S. Highway 75), to its intersection with Texas State Highway 103, thence over Texas Highway 103 to its intersection with Texas Highway 21, thence over Texas Highway 21 to the Texas-Louisiana State line, and bounded on the east by the Texas-Louisiana and Texas-Arkansas State lines, and bounded on the north by the Texas-Oklahoma State line; (2) to points in Louisiana bounded on the west by the Texas-Louisiana State line, bounded on the north by the Arkansas-Louisiana State line, and bounded on the south and east by the following highways (including service to points on such named highways): from the Texas-Louisiana State line over Louisiana Highway 6 to its intersection with Louisiana Highway 175 at or near Many, La., thence over Louisiana Highway 175 to its intersection with U.S. Highway 171, thence over U.S. Highway 171 to its intersection with Louisiana Highway 3 at or near Shreveport, La., thence over Louisiana Highway 3 to the Louisiana-Arkansas State line; and (3)*

to points in Arkansas bounded on the west by the Texas-Arkansas and the Oklahoma-Arkansas State lines, bounded on the south by the Louisiana-Arkansas State line, and bounded on the east and north by the following highways (including service to points located on said highways): from the Louisiana-Arkansas State line over Arkansas Highway 29 to its intersection with Arkansas Highway 4 at or near Hope, Ark., thence over Arkansas Highway 4 to its intersection with Arkansas Highway 77 at or near Nashville, Ark., thence over Arkansas Highway 27 to its intersection with U.S. Highway 70 at or near Kirby, Ark., thence over U.S. Highway 70 to its intersection with Arkansas Highway 8 at or near Glenwood, Ark., thence over Arkansas Highway 8 to the Arkansas-Oklahoma State line. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Fort Worth or Dallas, Tex.

No. MC 129018 (Sub-No. 2), filed May 4, 1967. Applicant: DARRELL D. WYLIE, 521 West Sixth Street, Russell, Kans. 67665. Applicant's representative: J. Max Harding, 605 South 14th Street, Post Office Box 2028, Lincoln, Nebr. 68501. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Ice cream and dairy products*, as defined by the Commission in 61 M.C.C. 209, 273, from Lincoln, Grand Island, and Holdrege, Nebr., to points in Kansas (except points in Wyandotte County), under contract with Beatrice Foods Co., Lincoln, Nebr. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Lincoln, Nebr.

No. MC 129051, filed April 27, 1967. Applicant: NOVA VAN & STORAGE, INC., 2808 North Nichols Street, Fort Worth, Tex. 76106. Applicant's representative: M. Ward Bailey, 2412 Continental Life Building, Fort Worth, Tex. 76102. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, in containers, as defined by the Commission between points in Tarrant County, Tex., on the one hand, and, on the other, points within a 50-mile radius of Tarrant County, Tex., restricted to shipments having a prior or subsequent movement beyond said points in containers, and further restricted to pickup and delivery services incidental to and in connection with packing, crating, and containerization, or unpacking, uncrating, and decontainerization of such shipments. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Dallas or Fort Worth, Tex.

No. MC 129057 (Sub-No. 1), filed May 10, 1967. Applicant: DUNN MOVING & STORAGE, INC., 530 East 8th Street, Post Office Box 182, Junction City, Kans. 66441. Applicant's representative: Alan F. Wohlstetter, 1 Farragut Square South, Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, (1) between points in Geary, Riley, Clay, Dickinson, Pottawatomie, Wabaunsee, and Morris

Counties, Kans., and (2) between Junction City, Kans., on the one hand, and, on the other, points in Cloud, Ottawa, Saline, Lincoln, Mitchell, Jewell, Smith, Osbourne, Republic, Washington, and Marshall Counties, Kans., restricted to shipments having a prior or subsequent movement beyond said points in containers, and further restricted to pickup and delivery services incidental to and in connection with packing, crating, and containerization, or unpacking, uncrating, and decontainerization of such shipments. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Junction City, Kans., or Washington, D.C.

No. MC 129069, filed May 8, 1967. Applicant: O. G. McGECHIE, doing business as CORTEZ TRUCKING SERVICE, Post Office Box 146, Moffett, Okla. Applicant's representative: Thomas Harper, Post Office Box 43, Fort Smith, Ark. 72901. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Crushed stone*, from the plant site of Arkhola Sand & Gravel Co., about 4 miles north of Van Buren, Drawford County, Ark., to the construction site of Lock and Dam No. 14 on the south side of the Arkansas River, in Le Flore County, Okla., approximately 8 miles west of Fort Smith, Ark., under contract with Arkhola Sand & Gravel Co. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Little Rock, Ark., Tulsa or Oklahoma City, Okla.

No. MC 129070, filed May 8, 1967. Applicant: JOSEPH LUCKASZ, 31 Francis Drive, Clark, N. J. Applicant's representative: George A. Olson, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Paper, paper products, and packaging materials*, between points in New Jersey, New York, and Connecticut, under contract with the Charles J. Slicklen Paper Co. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Washington, D.C., or New York, N.Y.

No. MC 129071, filed May 5, 1967. Applicant: WHITEHALL TRANSPORT, INC., Whitehall, Wis. Applicant's representative: William J. Boyd, 29 South La Salle Street, Chicago, Ill. 60603. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Meat, meat products and meat byproducts* as described in Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from Whitehall and Eau Claire, Wis., and the St. Paul-Minneapolis, Minn., commercial zone to points in Indiana, Kentucky, Michigan, Ohio, Pennsylvania, New York, New Jersey, Virginia, West Virginia, Maryland, Delaware, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine, and the District of Columbia, under contract with Whitehall Packing Co., Inc. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at St. Paul, Minn., or Chicago, Ill.

No. MC 129073, filed May 8, 1967. Applicant: R. D. BROWN, 1017 North

Eighth, Greybull, Wyo. 82426. Applicant's representative: J. F. Meglan, 2822 Third Avenue North, Billings, Mont. 59101. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bentonite, drilling mud, and drilling mud additives*, between points in Wyoming, on the one hand, and, on the other, points in Montana and Colorado. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Billings, Mont.

No. MC 129075, filed May 4, 1967. Applicant: JAMES O. SHIVES, Melvin, Ill. 60952. Applicant's representative: Mack Stephenson, 42 Fox Mill Lane, Springfield, Ill. 62707. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Farm machinery and equipment* (except those commodities which because of size or weight require special equipment), from points in Iowa and Wisconsin, to Melvin, Ill., under contract with Arends & Bros., Inc. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Springfield or Chicago, Ill.

No. MC 129076, filed May 4, 1967. Applicant: SPECIALIZED CARRIERS, INC., 928 South Pennsylvania Street, Indianapolis, Ind. 46204. Applicant's representative: Ferdinand Born, 601 Chamber of Commerce Building, Indianapolis, Ind. 46204. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Aluminum bridge railing and guard railing components*, consisting of posts, rails, anchor system, and other related miscellaneous parts, from the plantsites of Howe Engineering Co., Inc., Indianapolis, Ind., to points in Indiana, Iowa, Arkansas, Georgia, Illinois, Kentucky, Missouri, North Carolina, West Virginia, Pennsylvania, New York, New Jersey, Texas, Ohio, Tennessee, and Michigan under contract with Howe Engineering Co., Inc., Indianapolis, Ind. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at Indianapolis, Ind., or Chicago, Ill.

No. MC 129080, filed May 10, 1967. Applicant: CHARLES CORBISHLEY, doing business as QUICKWAY, Post Office Box 602, Glen Rock, N.J. Applicant's representative: George A. Olsen, 69 Tonnele Avenue, Jersey City, N.J. 07306. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: (1) *Dresses on hangers and such commodities* as are dealt in or used by chain grocery or department stores, from Paramus, N.J., to points in Broome, Chemung, Cortland, Dutchess, Orange, and Rockland Counties, N.Y., and Fairfield, Hartford, and New Haven Counties, Conn., and (2) *damaged, defective, or returned shipments* of the commodities described above, from points in Broome, Chemung, Cortland, Dutchess, Orange, and Rockland Counties, N.Y., and Fairfield, Hartford, and New Haven Counties, Conn., to Paramus, N.J., under contract with the Grand Union Co. **NOTE:** If a hearing is deemed necessary, applicant requests it be held at New York, N.Y., or Washington, D.C.

No. MC 129084, filed May 11, 1967. Applicant: CUYAHOGA TRUCKING

COMPANY, a corporation, 4365 Bradley Road SW., Cleveland, Ohio 44109. Applicant's representative: Herman B. J. Weckstein, 1060 Broad Street, Newark, N.J. 07102. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Non-ferrous ingots, and fabrications, and nonferrous scrap*, between the plantsite of Alloys and Chemicals Corp. at Cleveland, Ohio, on the one hand, and, on the other, Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, and ports of entry on the United States-Canada boundary line in the States of Michigan, Minnesota, and New York, under contract with Alloys and Chemicals Corp. of Cleveland, Ohio. NOTE: If a hearing is deemed necessary, applicant requests it be held at Washington, D.C.

MOTOR CARRIERS OF PASSENGERS

No. MC 668 (Sub-No. 91), filed May 4, 1967. Applicant: INTER-CITY TRANSPORTATION CO., INC., 730 Madison Avenue, Paterson, N.J. Applicant's representative: Edward F. Bowes, 1060 Broad Street, Newark, N.J. 07102. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage, and express, and newspapers* in the same vehicle with passengers: (1) Between New York, N.Y., and Saddle Brook, N.J.: From New York over Interstate Highway 95 to junction Interstate Highway 80, thence over Interstate Highway 80 to junction Interstate Highway 80 and Saddle Brook ramp in Saddle Brook, N.J., thence over Interstate Highway 80 Saddle Brook ramp to Pehle Avenue, and return over the same route serving no intermediate points except for the purpose of joinder; (2) between Saddle Brook, N.J., and Saddle Brook, N.J.: (a) from the junction of Interstate Highway 80 Saddle Brook ramp and Pehle Avenue in Saddle Brook over Pehle Avenue to junction Saddle River Road; thence over Saddle River Road to junction Mayhill Street; thence over Mayhill Street to junction Market Street; thence over Market Street to junction Erie Street; thence over Erie Street to junction Midland Avenue, thence over Midland Avenue to junction Pehle Avenue; thence over Pehle Avenue to junction Interstate Highway 80 Saddle Brook ramp, and (b) from junction of Saddle River Road and Market Street over Market Street to junction Mayhill Street, and return over the same routes serving all intermediate points. NOTE: Applicant states it proposes to join the proposed routes to its existing authority between Saddle Brook, N.J., and New York, N.Y., via the George Washington Bridge and Lincoln Tunnel. If a hearing is deemed necessary, applicant requests it be held at Newark, N.J., or New York, N.Y.

No. MC 1515 (Sub-No. 117), filed May 8, 1967. Applicant: GREYHOUND LINES, INC., 10 South Riverside Plaza, Chicago, Ill. 60606. Applicant's representative: R. J. Bernard, 10 South Riverside Plaza, Chicago, Ill. 60606. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: (A) Regular routes: *Passengers and their baggage, and express, and newspapers* in the same vehicle with passengers, (1) between Hendersonville, N.C., and junction Interstate Highways 26 and 85: from Hendersonville over U.S. Highway 64 to junction Interstate Highway 26, thence over Interstate Highway 26 to junction U.S. Highway 176, thence over U.S. Highway 176 to junction North Carolina Highway 108, thence over North Carolina Highway 108 to junction Interstate Highway 26, thence over Interstate Highway 26 to junction Interstate Highway 85, near Spartanburg, S.C., and return over the same route, serving all intermediate points, (2) between Newport and Tazewell, Tenn., over U.S. Highway 25E, serving all intermediate points, and (3) between Harlan, Ky., and junction new U.S. Highway 119 and old U.S. Highway 119 over new U.S. Highway 119 approximately 3 miles west of Harlan, serving all intermediate points. (Applicant respectfully requests that simultaneously with the granting of the authority sought in (3) above, that its presently held authority over old U.S. Highway 119 between Harlan, Ky., and junction old U.S. Highway 119 and new U.S. Highway 119 be revoked), and (B) Irregular routes: *Passengers and their baggage*, in charter operations, between points on the above described routes, to points in the United States (except Alaska and Hawaii). NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Asheville, N.C., or Knoxville, Tenn.

No. MC 14071 (Sub-No. 3), filed May 8, 1967. Applicant: LEBANON BUS CO., a corporation, 539 East Cumberland Street, Lebanon, Pa. 17042. Applicant's representative: James W. Hagar, Post Office Box 432, 100 Pine Street, Harrisburg, Pa. 17108. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations, in round-trip sightseeing, or pleasure tours, beginning and ending at Elstonville, Pa., and points within 15 miles thereof, and extending to points in the United States including Alaska and Hawaii. NOTE: Common control may be involved. If a hearing is deemed necessary, applicant requests it be held at Harrisburg, Pa.

APPLICATION FOR BROKERAGE LICENSE

No. MC 130038, filed May 5, 1967. Applicant: ARISTA STUDENT TRAVEL ASSOCIATION, INC., 589 Fifth Avenue, Second Floor, New York, N.Y. 10017. Applicant's representative: Edward F. Bowes, 1060 Broad Street, Newark, N.J. 07102. For a license (BMC 5) to engage in operations as a *broker* at New York, N.Y., in arranging for transportation in

interstate or foreign commerce of *passengers and their baggage*, in charter operations, of high school and junior high school students, in groups, accompanied by chaperones, in all expense cultural and educational tours of no less than 30 days duration, during the months of June, July, and August, annually, beginning and ending at New York, N.Y., and extending to points in the continental United States.

APPLICATION FOR FREIGHT FORWARDER

No. FF-173 (Sub-No. 2), FRANK P. DOW COMPANY, INC. EXTENSION—LONGVIEW (2), filed April 17, 1967. Applicant: FRANK P. DOW COMPANY, INC. (Office Address), Olympic National Building, Seattle, Wash. (Send all correspondence to), 354 South Spring Street, Los Angeles, Calif. 90013. Applicant's representative: David A. Sutherland, 1120 Connecticut Avenue NW., Washington, D.C. 20036. Authority sought under section 410, Part IV of the Interstate Commerce Act to extend operations as a *freight forwarder* in interstate or foreign commerce, through use of the facilities of common carriers by railroad, express, water, or motor vehicle in the transportation of *general commodities* (except fur skins, dried eggs, bristles, and hog casings, when destined to New York, N.Y., and used household goods and used automobiles) when imported from Longview, Wash., Stockton, Calif., and San Diego, Calif., to points in the United States east of and including points in North Dakota, South Dakota, Nebraska, Colorado, Oklahoma, and Texas. NOTE: If a hearing is deemed necessary, applicant requests it be held initially at Los Angeles, Calif., and, if necessary, for continued hearing, at Chicago, Ill., and New York, N.Y.

APPLICATION IN WHICH HANDLING WITHOUT ORAL HEARING HAS BEEN REQUESTED

No. MC 115067 (Sub-No. 3), filed May 1, 1967. Applicant: CLARENCE D. SPENCER, JR. and LOUISE M. SPENCER, a partnership, doing business as INDEPENDENT MOTOR TRANSPORT, 530 West Queen Avenue, Albany, Ore. Applicant's representative: Earle V. White 2400 Southwest Fourth Avenue, Portland, Ore. 97201. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods* as defined by the Commission, between points in Linn and Benton Counties, Ore. Restriction: To shipments moving on the through bill of lading of a forwarder operating under the section 402(b) (2) exemption, and having an immediately prior or subsequent linehaul movement by rail, motor, water, or air carrier. NOTE: Applicant states that the above proposed service is to be limited to providing a local service for a forwarder of used household goods.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[F.R. Doc. 67-5773; Filed, May 24, 1967; 8:45 a.m.]

[Ex Parte No. 256]

INCREASED FREIGHT RATES, 1967

At a General Session of the Interstate Commerce Commission held at its office in Washington, D.C., on 19th day of May A.D. 1967.

It appearing, that on May 18, 1967, a petition was filed with the Interstate Commerce Commission by the railroads listed in Appendix I thereto, being substantially all railroads in eastern and western territories, in which it is requested that the Commission institute an investigation into the adequacy of freight rates and charges of all carriers by railroad within the United States; make all carriers by railroad within the United States respondents therein and authorize and permit increases in all freight rates and charges within, from, to, and via eastern territory, as defined in Appendix II to the petition, and within, from, to, and via western territory, as defined in said Appendix II, on the bases set forth in Appendix III to the said petition and an accompanying motion for an emergency increase in such rates and charges. Petitioners also seek permission in said petition and motion to make such increased rates and charges effective at the earliest practicable date, upon 1 day's notice, subject to the condition that refund be made in the event that, after such investigation as the Commission may deem necessary, no increase or a lesser increase than that set forth in said Appendix III is allowed with respect to particular rates; and pray for the entry of an order modifying all outstanding orders of the Commission to the extent necessary to enable the railroads to make the proposed increased rates and charges effective; and also for the entry of appropriate orders under sections 4 and 6 of the Interstate Commerce Act.

And it further appearing, that on May 19, 1967, a petition was filed by substantially all railroads in the southern region requesting an investigation of the adequacy of freight rates and charges within, to, and from southern territory and proposing a plan of increases to be made effective at the earliest practicable date, subject to a refund provision similar to that referred to in the preceding paragraph.

Upon consideration of the above-entitled petitions and motion, and good cause appearing therefor:

It is ordered:

1. That an investigation under the above caption be and it is hereby instituted into and concerning the adequacy of all freight rates and charges of all common carriers by railroad in the United States and into the reasonableness and lawfulness thereof; said investigation to include the proposals of the eastern and western railroads and of the southern railroads for increases in rates and charges as set forth in their respective petitions.

2. That all common carriers by railroad subject to the Interstate Commerce Act be and they are hereby made respondents to this proceeding.

3. That under section 4 of the Administrative Procedure Act (5 U.S.C. sec. 553), sections 4, 6, 15, and 15a of the Interstate Commerce Act (49 U.S.C. secs. 4, 6, 15, and 15a) any person may submit statements in the following manner:

(a) *Verified statements in support of petitions and motion.* An original and 24 copies of verified (sworn) statements in support of the petitions and motion shall be furnished to the Commission, and one copy of each shall be sent by first-class mail to each of the Regional Offices of the Commission listed in the appendix where it will be open to public inspection. Such statements must be filed on or before June 2, 1967. A copy of such statements shall be furnished to any interested person upon request.

(b) *Verified statements not in support of petitions and motion.* An original and 24 copies of verified (sworn) statements in opposition to the petitions and motion, or not in support thereof, shall be furnished to the Commission, and 25 copies shall be furnished to the Committees of Railroad Counsel, 1024 Transportation Building, Washington, D.C. 20006, for the railroads. One copy of such statements shall be sent by first-class mail to each of the Regional Offices of the Commission listed in the appendix where it will be open to public inspection. These statements must be filed on or before July 3, 1967. A copy shall be furnished to any interested person upon request. Statements should specify the particular order or orders, if any, of which modification is objected to, and the reasons therefor.

(c) *Verified statements in reply.* Verified (sworn) statements in reply must be filed on or before July 10, 1967, and an original and 24 copies thereof must be furnished to the Commission. The person whose verified statement is being replied to shall be served with a copy of the reply by first-class mail, a copy of each reply statement shall be sent to each of the Regional Offices of the Commission listed in the appendix where it will be open to public inspection, and a copy thereof shall be furnished to any interested party upon request. Additional copies shall be made available in Washington (at Room 1024, Transportation Building) for the person whose verified statement is being replied to or any other interested person who may be in Washington for the oral argument mentioned in the following paragraph hereof.

(d) *Oral argument.* An oral argument will be held before the Commission at its offices in Washington, D.C., beginning at 10 o'clock, a.m., on July 11, 1967. Any person desiring to participate in oral argument should request an allotment of time, as provided by the Commission's general rules of practice. The oral argument will include the issues of whether to grant the relief requested in the petitions and motion and whether any further investigation is necessary as to any

particular rates or charges, or whether the investigation may be discontinued as to such particular rates or charges. Briefs in lieu of or supplementing oral argument may be filed on or before July 12, 1967.

(e) *Protests.* Unsworn statements (protests) against the proposed increases may also be filed by any person on or before July 6, 1967. Such protests need not be in the form of affidavits. An original and seven copies should be submitted to the Commission and 25 copies of such protests should be furnished to the Committees of Railroad Counsel, 1024 Transportation Building, Washington, D.C. 20006, for the railroads. Replies to such protests may be filed as provided by § 1.42(d) of the Commission's general rules of practice.

(f) *Oral hearings.* It is contemplated that an interim report will be issued by the Commission following oral argument, and thereafter, to the extent found necessary in the report, further investigation of particular rates and charges will be made including oral hearings and cross-examination.

A copy of Freight Commodity Statistics of Class I Railroads in the United States for the year ended December 31, 1965, will be available at the Office of the Secretary, Interstate Commerce Commission and at each of the Regional Offices listed in the appendix for use by any party. The Commission will take official notice of the analyses of the 1-percent sample of Waybills by the Commission's Bureau of Economics.

And it is further ordered, That a copy of this order be filed with the Director, Office of the Federal Register, for publication in the FEDERAL REGISTER as notice to interested parties.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.**APPENDIX**

Regional Offices of the Commission to which a copy of verified statements are to be sent. Other copies are to be sent to the Commission, Washington, D.C. 20423, as provided by the order.

Regional Office, Interstate Commerce Commission, John Fitzgerald Kennedy Building, Government Center, Room 221B, Boston, Mass. 02203.

Regional Office, Interstate Commerce Commission, 900 U.S. Customhouse, Second and Chestnut Streets, Philadelphia, Pa. 19106.

Regional Office, Interstate Commerce Commission, 680 West Peachtree Street, NW, Atlanta, Ga. 30308.

Regional Office, Interstate Commerce Commission, 1086 U.S. Courthouse and Federal Office Building, 219 South Dearborn Street, Chicago, Ill. 60604.

Regional Office, Interstate Commerce Commission, Room 9A27, Federal Building, 819 Taylor Street, Fort Worth, Tex. 76102.

Regional Office, Interstate Commerce Commission, Federal Office Building, 450 Golden Gate Avenue, Post Office Box 36004, San Francisco, Calif. 94102.

[F.R. Doc. 67-5828; Filed, May 24, 1967; 8:40 a.m.]

FOURTH SECTION APPLICATION FOR RELIEF

MAY 22, 1967.

Protests to the granting of an application must be prepared in accordance with Rule 1.40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 41029—*Joint motor-rail rates—eastern central*. Filed by The Eastern Central Motor Carriers Association, Inc., agent (No. 450), for interested carriers. Rates on property moving on class and commodity rates over joint routes of applicant rail and motor carriers, between points in middle Atlantic or New England territories, on the one hand, and points in Central States, midwest, or southwestern territories, on the other.

Grounds for relief—Motortruck competition.

Tariff—Supplement 21 to The Eastern Central Motor Carriers Association, Inc., agent, tariff MF-ICC A-268.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[F.R. Doc. 67-5829; Filed, May 24, 1967;
8:49 a.m.]

[Notice 391]

MOTOR CARRIER TEMPORARY AUTHORITY APPLICATIONS

MAY 22, 1967.

The following are notices of filing of applications for temporary authority under section 210a(a) of the Interstate Commerce Act provided for under the new rules of Ex Parte No. MC 67 (49 CFR Part 340) published in the FEDERAL REGISTER, issue of April 27, 1965, effective July 1, 1965. These rules provide that protests to the granting of an application must be filed with the field official named in the FEDERAL REGISTER publication, within 15 calendar days after the date of notice of the filing of the application is published in the FEDERAL REGISTER. One copy of such protest must be served on the applicant, or its authorized representative, if any, and the protests must certify that such service has been made. The protest must be specific as to the service which such protestant can and will offer, and must consist of a signed original and six copies.

A copy of the application is on file, and can be examined at the Office of the Secretary, Interstate Commerce Commission, Washington, D.C., and also in the field office to which protests are to be transmitted.

MOTOR CARRIERS OF PROPERTY

No. MC 29566 (Sub-No. 127 TA), filed May 18, 1967. Applicant: SOUTHWEST FREIGHT LINES, INC., 1400 Kansas Avenue, Kansas City, Kans. 66105. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Meats, meat prod-*

ucts, meat byproducts, and articles distributed by meat packinghouses, as described in sections A and C of Appendix I to the report in Descriptions in Motor Carrier Certificates, 61 M.C.C. 209 and 766 (except hides and commodities in bulk, in tank vehicles), from Wichita, Kans., to Lincoln, Norfolk, and Omaha, Nebr., for 180 days. Supporting shipper: Cudahy Co., 22d and Broadway, Wichita, Kans. 67219. Send protests to: Vernon V. Coble, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 1100 Federal Office Building, 911 Walnut Street, Kansas City, Mo. 64106.

No. MC 35906 (Sub-No. 1 TA), filed May 18, 1967. Applicant: JOHN LESTICIAN, doing business as JOHN LESTICIAN TRUCKING, 484 Bunting Avenue, Trenton, N.J. 08611. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Pea coal*, from Trenton, N.J., to Fort Dix, N.J., for 180 days. Supporting shipper: Department of the Army, Purchasing & Contracting Office, Fort Dix, N.J. 08640. Send protests to: Raymond T. Jones, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 410 Post Office Building, Trenton, N.J. 08608.

No. MC 106760 (Sub-No. 78 TA), filed May 18, 1967. Applicant: WHITEHOUSE TRUCKING, INC., 2905 Airport Highway, Toledo, Ohio 43614. Applicant's representative: O. L. Thee (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Buildings, complete, knocked down, or in sections, including component parts, materials, supplies and fixtures, and when shipped with those buildings, accessories used in the erection, construction, and completion thereof, from Norman, Okla., to points in Arkansas, Kansas, Louisiana, Missouri, New Mexico, and Texas, for 180 days. Supporting shipper: Powell's Plastic Hexagon Homes, Norman (Cleveland County), Okla. Send protests to: Keith D. Warner, District Supervisor, Interstate Commerce Commission, Bureau of Operations, 5234 Federal Office Building, Toledo, Ohio 43604.*

No. MC 108207 (Sub-No. 221 TA), filed May 18, 1967. Applicant: FROZEN FOOD EXPRESS, 318 Cadiz Street, Post Office Box 5888, Dallas, Tex. 75222. Applicant's representative: J. B. Ham (same address as above). Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Cocktail dips*, from Dallas, Tex., to Wichita, Hutchinson, Liberal, and Topeka, Kans., for 150 days. Supporting shipper: Bluebonnet Gourmet Foods, 910 North Lancaster Avenue, Dallas, Tex. 75203. Send protests to: E. K. Willis, Jr., District Supervisor, Interstate Commerce Commission, Bureau of Operations, 513 Thomas Building, 1314 Wood Street, Dallas, Tex. 75202.

No. MC 124078 (Sub-No. 278 TA), filed May 18, 1967. Applicant: SCHWERTMAN TRUCKING CO., 611 South 28th Street, Milwaukee, Wis. 53215. Applicant's representative: Richard H. Prevette (same address as applicant). Authority sought

to operate as a common carrier, by motor vehicle, over irregular routes, transporting: (1) *Liquid and compressed gases (except liquefied petroleum gases)*, in shipper-owned trailers, from Butler, Pa., to points in Connecticut, Delaware, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin in and east of Iron, Price, Taylor, Clark, Jackson, and La Crosse Counties, Wis., and the District of Columbia; and (2) *liquid and compressed gases (except liquefied petroleum gases)*, in cylinders and cylinder cradles, from Butler, Pa., to points in Ohio in and east of Lucas, Wood, Hancock, Hardin, Logan, Champaign, Madison, Fayette, Ross, Pike, Jackson, and Gallia Counties, Ohio; to points in West Virginia in and north of Cabell, Putnam, Kanawha, Fayette, and Greenbrier Counties, W. Va.; to points in Virginia in, north, and west of Alleghany, Rockbridge, Nelson, Albemarle, Orange, Culpeper, Stafford, Prince William, and Fairfax Counties, Va.; to points in Maryland in and west of Montgomery, Howard, Baltimore, Baltimore City, and Harford Counties, Md.; to points in Pennsylvania in and west of York, Lancaster, Berks, Schuylkill, Luzerne, Wyoming, and Bradford Counties, Pa.; to points in New York in and west of Tioga, Tompkins, Seneca, and Wayne Counties, N.Y.; and to the District of Columbia; for 150 days. Supporting shipper: Airco Industrial Gases Division, Air Reduction Co., Inc., 150 East 42d Street, New York, N.Y. 10017 (J. N. Fogelberg, Manager, Transport Equipment). Send protests to: W. P. Sibbald, Jr., District Supervisor, Interstate Commerce Commission, Bureau of Operations, 135 West Wells Street, Room 807, Milwaukee, Wis. 53203.

No. MC 128710 (Sub-No. 1 TA), filed May 18, 1967. Applicant: SATELLITE EXPRESS, INC., 57 West Park Avenue, Vineland, N.J. 08360. Authority sought to operate as a common carrier, by motor vehicle, over irregular routes, transporting: *Perishable subsistence*, moving on Government bills of lading, from Jersey City, N.J., to U.S. Army Depot, Tobyhanna, Pa., Niagara Falls Municipal Airport, N.Y., Seneca Army Depot, Romulus, N.Y., Veterans Administration Hospital, Canandaigua, N.Y., Veterans Administration Hospital, Castle Point, N.Y., Veterans Administration Hospital, Montrose, N.Y., Medina, N.Y., and Veterans Administration Hospital, Albany, N.Y., for 150 days. Supporting shipper: Headquarters, Military Traffic, Management and Terminal Service, Department of the Army, Washington, D.C., and/or U.S. Defense Supply Agency. Send protests to: Raymond T. Jones, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 410 Post Office Building, Trenton, N.J. 08608.

No. MC 129088 TA, filed May 18, 1967. Applicant: CAROLINA VAN & STORAGE CO., INC., Post Office Box 1367, 2100 Old Garner Road, Raleigh, N.C. 27602. Applicant's representative: Alan P. Wohlstetter, 1 Farragut Square

South, Washington, D.C. 20006. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in North Carolina, restricted to shipments having a prior or subsequent movement beyond said points in containers, and further restricted to pickup and delivery service incidental to and in connection with packing, crating, and containerization, or unpacking, uncrating, and decontainerization of such shipments; for 180 days. Supporting shippers: CTT-Container Transport International, Inc., 17 Battery Place, New York, N.Y. 10004; and Express Forwarding & Storage Co., Inc., 17 Battery Place, New York, N.Y. 10004. Send protests to: Archie W. Andrews, District Supervisor, Bureau of Operations, Interstate Commerce Commission, Post Office Box 10885, Cameron Village Station, Raleigh, N.C. 27605.

MOTOR CARRIERS OF PASSENGERS

No. MC 94774 (Sub-No. 4 TA), filed May 18, 1967. Applicant: BROWN'S BUS SERVICE, INC., doing business as PENN JERSEY COACHWAYS, 35 Cornell Avenue, Gloucester City, N.J. 08030. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage* in the same vehicle with passengers, between Chester, Pa., and Gloucester City, N.J., from Chester over U.S. Highway 13 to junction Pennsylvania Highway 420, thence over Pennsylvania Highway 420 to Essington, Pa., thence over Pennsylvania Highway 291 to Philadelphia, Pa., thence over Walt Whitman Bridge and city streets to Camden and Gloucester City, and return over the same route, serving all intermediate points, for 180 days. NOTE: Applicant presently conducts operations under No. MC 94774 (Sub-No. 2), between Chester, Pa., and Camden, N.J., serving all intermediate points, subject to the condition that service is restricted to the transportation of passengers who are picked up or discharged at the site of the plant of the New York Ship Building Corp. at Camden. By this application, applicant seeks extension of its present route, a distance of approximately 1 mile to 10th and Brick Streets, Gloucester City, N.J., and the removal

of the restriction now imposed. Supported by: There are statements from various daily riders attached to the application, that may be examined here at the Interstate Commerce Commission in Washington, D.C., or at the field office named below. Send protests to: Raymond T. Jones, District Supervisor, Bureau of Operations, Interstate Commerce Commission, 410 Post Office Building, Trenton, N.J. 08608.

By the Commission.

[SEAL]

H. NEIL GARSON,
Secretary.

[P.R. Doc. 67-5830; Filed, May 24, 1967;
8:49 a.m.]

[Notice 1523]

MOTOR CARRIER TRANSFER PROCEEDINGS

MAY 22, 1967.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 279), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC-69615. By order of May 18, 1967, the Transfer Board approved the transfer to Raymond J. Stevens, doing business as Caravan Movers, 60 Thornfell Street, Springfield, Mass. 01104, of the operating rights of Joseph Sosnowsky, doing business as Sosnow's Express, 43 Jefferson Avenue, Springfield, Mass. 01107, authorizing the transportation, over irregular routes, of household goods, between Springfield, Mass., on the one hand, and, on the other, points in Connecticut and New York, and of salvaged merchandise, including bankrupts' stock and fixtures, between Springfield, Mass., on the one

hand, and, on the other, points in Connecticut, and in a described portion of New York.

No. MC-FC-69621. By order of May 18, 1967, the Transfer Board approved the transfer to Helderman Trucking Co., Inc., Post Office Box 128, Gold Hill, N.C., of the certificate of registration No. MC-99101 (Sub-No. 1) issued December 17, 1963, to C. L. Helderman, doing business as Helderman Trucking Co., Post Office Box 128, Gold Hill, N.C., evidencing a right to engage in interstate or foreign commerce in the transportation of the commodities specified therein between points in North Carolina.

No. MC-FC-69625. By order of May 18, 1967, the Transfer Board approved the transfer to Dick Kindschy, Boyceville, Wis., of certificate No. MC-62409, issued July 16, 1937, to Robert U. Schlough, Boyceville, Wis., and acquired by Lyndon Schlough, Boyceville, Wis., pursuant to No. MC-FC-65271, consummated October 31, 1962, authorizing the transportation of livestock and farm products, from points and places in Sheridan, Hay River, Tiffany, and New Haven Townships, Dunn County, and Vance Creek and Prairie Farm Townships, Barron County, Wis., to Minneapolis, St. Paul, and South St. Paul, Minn., and general commodities, with the usual exceptions, from Minneapolis, St. Paul, and South St. Paul, to the above-specified origin points. A. R. Fowler, 2288 University Avenue, St. Paul, Minn. 55114, representative for applicants.

No. MC-FC-69628. By order of May 17, 1967, the Transfer Board approved the transfer to Ralph R. Boltz, doing business as Boltz Brothers, Myerstown, Pa., of corrected certificate No. MC-95161, issued September 9, 1952, to Ralph B. Boltz and Ammon J. Boltz, a partnership, doing business as Boltz Bros., Myerstown, Pa., authorizing the transportation of agricultural commodities, over a regular route between Bethel, Pa., and Baltimore, Md., and, on return, feeds, fertilizer, and fertilizer materials. Christian V. Graf and John E. Fullerton, 407 North Front Street, Harrisburg, Pa. 17101, attorney for applicants.

[SEAL]

H. NEIL GARSON,
Secretary.

[P.R. Doc. 67-5831; Filed, May 24, 1967;
8:49 a.m.]

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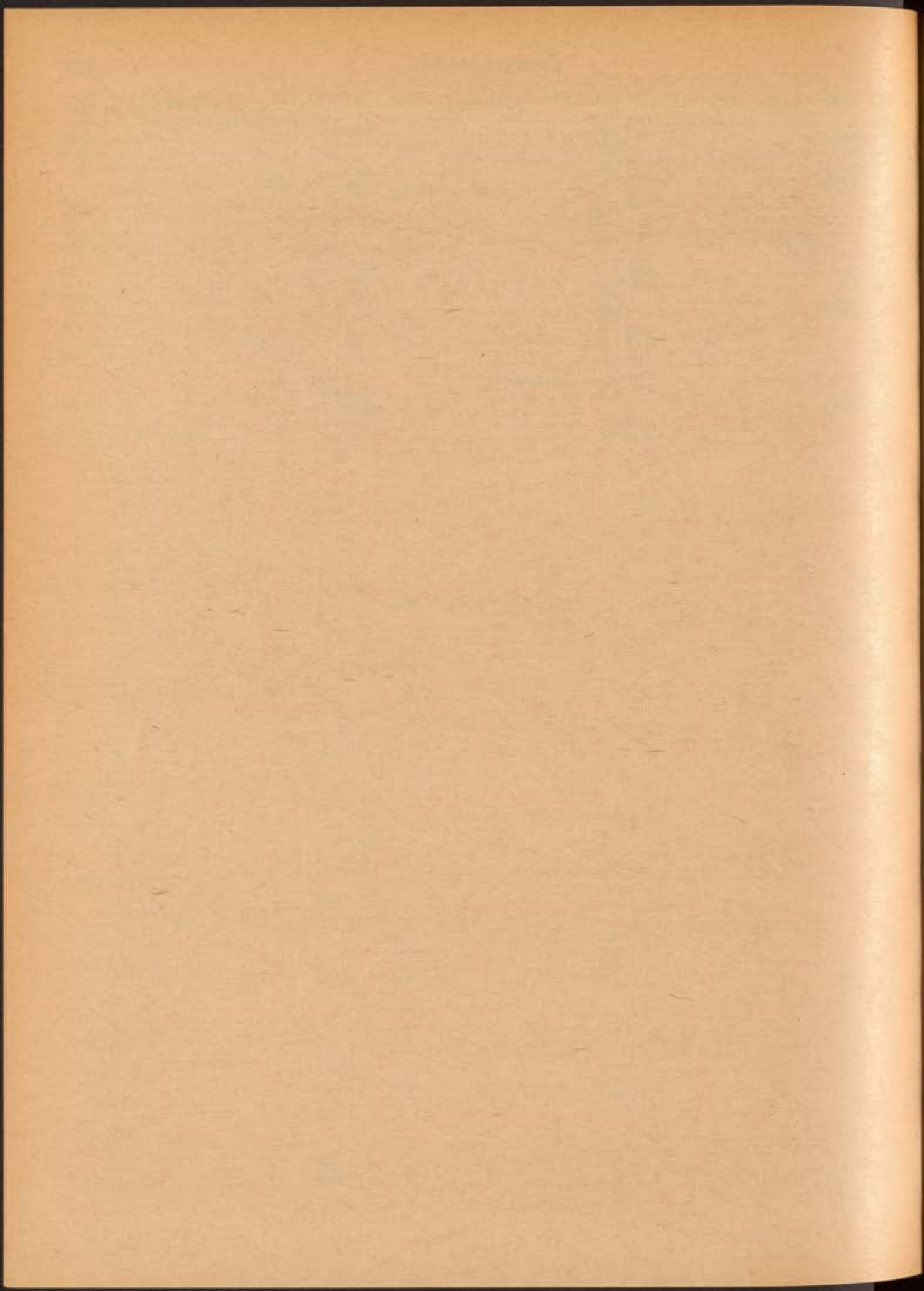
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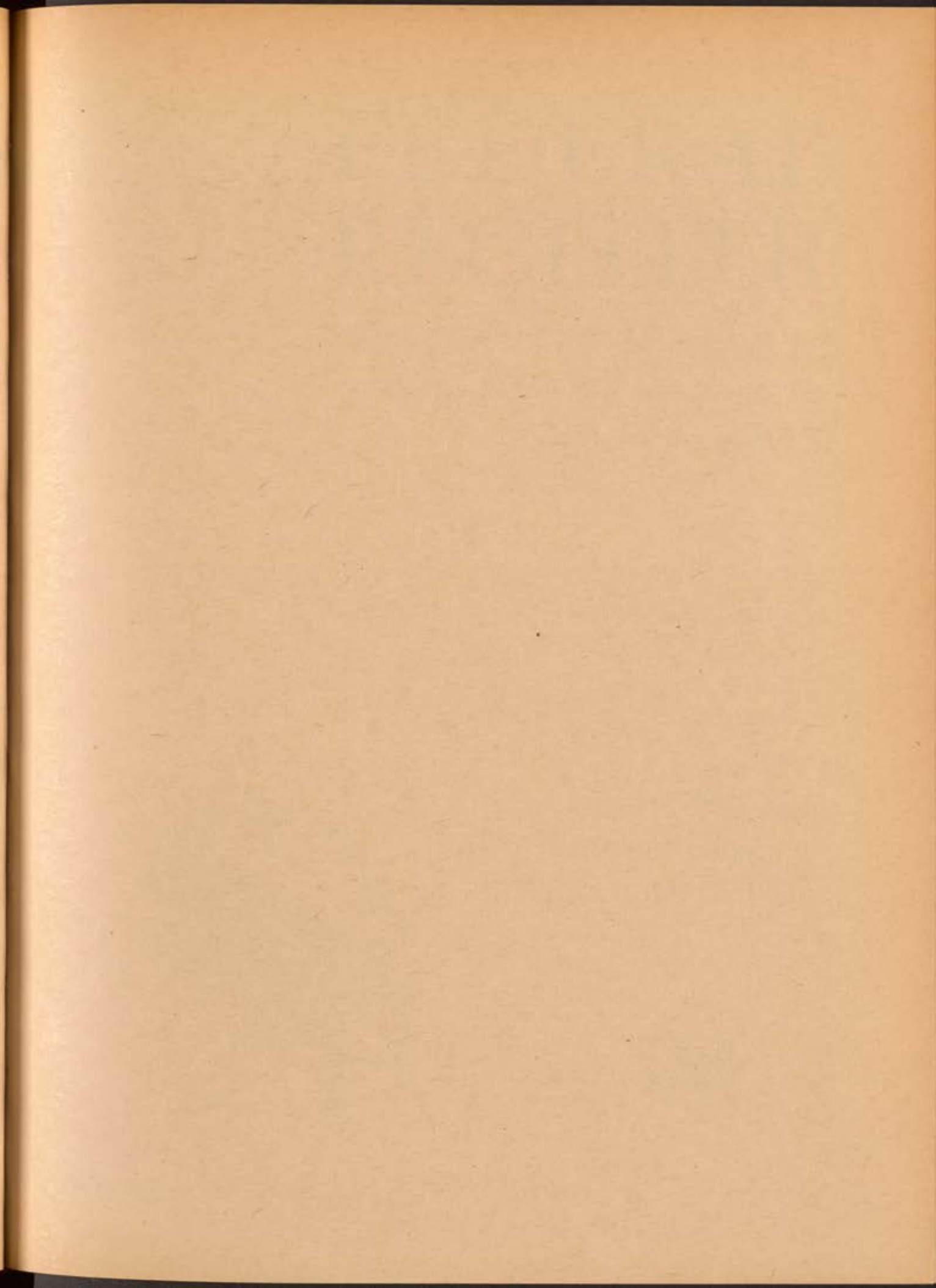
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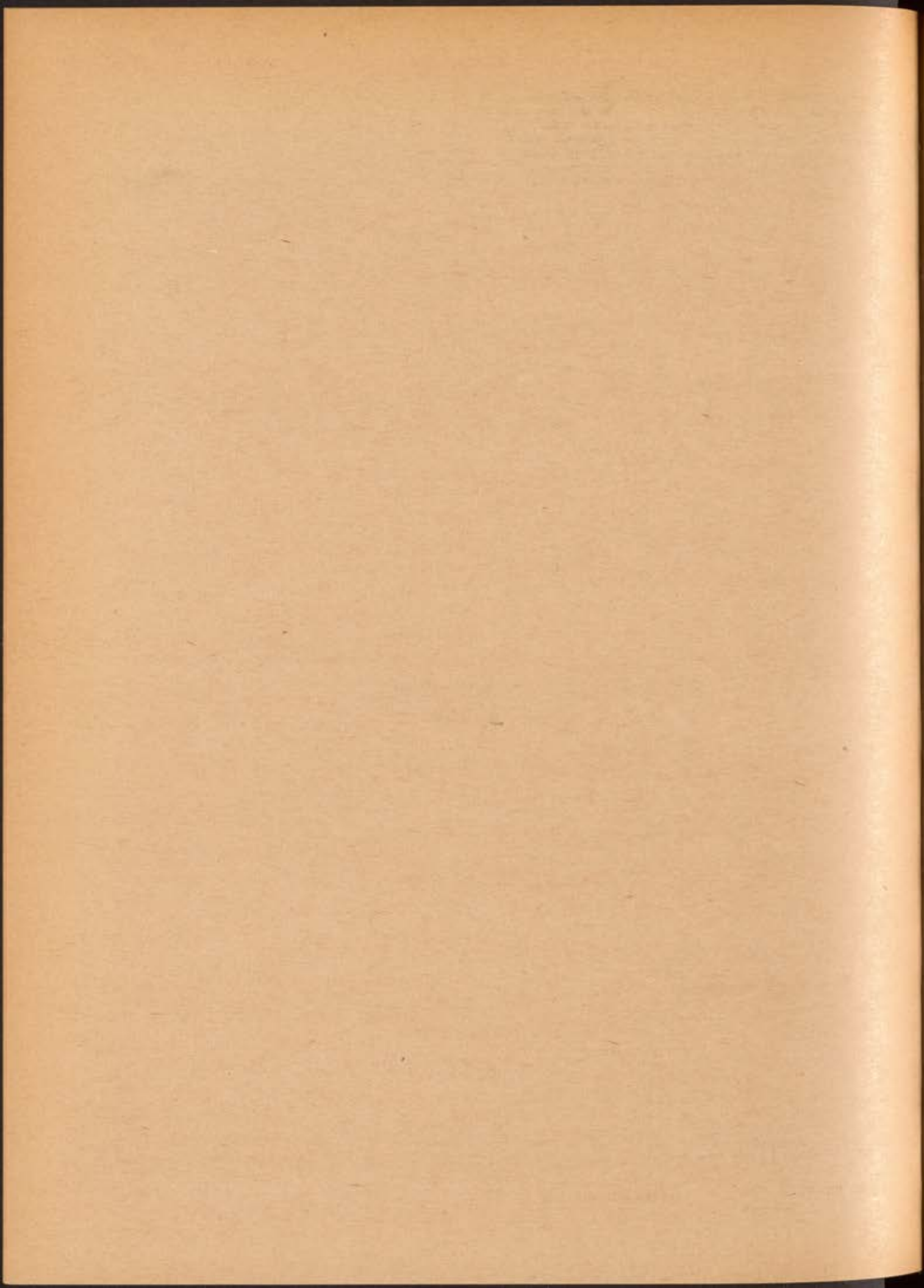
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PART II

Department of State

Agency for International
Development

[A.I.D. Regulation 1]

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Commodity
Transactions
Financed by A.I.D.



Title 22—FOREIGN RELATIONS

Chapter II—Agency for International Development, Department of State

[A.I.D. Reg. 1]

PART 201—RULES AND PROCEDURES APPLICABLE TO COMMODITY TRANSACTIONS FINANCED BY A.I.D.

Title 22, Chapter II, Part 201 (A.I.D. Reg. 1 as revised) was promulgated September 12, 1964 in 29 F.R. 12895 et seq. Amendments thereto were published in 29 F.R. 18288, 30 F.R. 12941, 31 F.R. 14079, 31 F.R. 15195, 31 F.R. 16693, 32 F.R. 494, 32 F.R. 495, 32 F.R. 923, and 32 F.R. 6488. Because of the number and complexity of the amendments, Part 201 is republished as set forth below. This republication contains editorial, but no substantive changes.

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AUTHORITY: The provisions of this Part 201 issued under sec. 821, 75 Stat. 445; 22 U.S.C. 2402.

Subpart A—Definitions and Scope of This Part

§ 201.01 Definitions.

As used in this part, the following terms shall have the meanings indicated below:

(a) *The Act*. "The Act" means the Foreign Assistance Act of 1961, as amended from time to time.

(b) *A.I.D.* "A.I.D." means the Agency for International Development or any successor agency, including, when applicable, each US AID.

(c) *A.I.D. geographic code*. "A.I.D. geographic code" means a code in the A.I.D. Geographic Code Book which designates a country, a group of countries, or an otherwise defined area.

(d) *AID/W*. "AID/W" means the A.I.D. in Washington, D.C. 20523, including any office thereof.

(e) *Approved applicant*. "Approved applicant" means the person or organi-

zation designated by the borrower/grantee to establish credits with banks in favor of suppliers or to instruct banks to make payments to suppliers, and includes any agent acting on behalf of such approved applicant.

(f) *Bank*. "Bank" means a banking institution organized under the laws of the United States, or any State, territory, or possession thereof, or Puerto Rico or the District of Columbia.

(g) *Borrower/grantee*. "Borrower/grantee" means the government of any cooperating country, or any agency, instrumentality or political subdivision thereof, or any private entity to which A.I.D. directly makes funds available by loan or grant.

(h) *Commodity*. "Commodity" means any material, article, supply, goods, or equipment.

(i) *Commodity-related services*. "Commodity-related services" means delivery services and/or incidental services.

(j) *Cooperating country*. "Cooperating country" means any country to which A.I.D. provides any form of assistance under the Act.

(k) *Delivery*. "Delivery" means the transfer to, or for the account of, an importer of the right to possession of a commodity, or the rendering to, or for the account of, an importer of any commodity-related service.

(l) *Delivery services*. "Delivery services" means any service customarily performed in a commercial export transaction which is necessary to effect a physical transfer of commodities from the country of export to the cooperating country. Examples of such services are the following: Export packing, local drayage in the source country (including waiting time at the dock), ocean and other freight, loading, heavy lift, wharfage, tollage, switching, dumping and trimming, lighterage, insurance, commodity inspection services, and services of a freight forwarder. "Delivery services" may also include work and materials necessary to meet A.I.D. marking requirements.

(m) *Implementing document*. "Implementing document" means any document issued by A.I.D. which authorizes the use of A.I.D. funds for the procurement of commodities and/or commodity-related services and which specifies conditions which will apply to such procurement.

(n) *Importer*. "Importer" means any person or organization, governmental or otherwise, in the cooperating country who is authorized by the borrower/grantee to use A.I.D. funds under this Regulation for the procurement of commodities, and includes any borrower/grantee who undertakes such procurement.

(o) *Incidental services*. "Incidental services" means the installation or erection of A.I.D.-financed equipment, or the training of personnel in the maintenance, operation and use of such equipment.

(p) *Purchase contract*. "Purchase contract" means any contract or similar arrangement under which a supplier fur-

nishes commodities and/or commodity-related services financed under this Part 201.

(q) *Source*. "Source" means the country from which a commodity is shipped to the cooperating country, or the cooperating country if the commodity is located therein at the time of the purchase. Where, however, a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

(r) *Supplier*. "Supplier" means any person or organization, governmental or otherwise, who furnishes commodities and/or commodity-related services financed under this Part 201.

(s) *Supplier's Certificate*. "Supplier's Certificate" means AID Form 282, "Supplier's Certificate and Agreement with the Agency for International Development", including the "Invoice-and-Contract Abstract" on the reverse of such form (Appendix A to this Part 201), or any substitute form which may be prescribed in the letter of commitment, request for the opening of a special letter of credit, or other pertinent implementing document.

(t) *United States*. "United States" means the United States of America, any State, territory or possession thereof, Puerto Rico and the District of Columbia.

(u) *US AID*. "US AID" means the A.I.D. mission or representative to any cooperating country.

(v) *Certificate and Agreement Regarding Concerted Pricing*. "Certificate and Agreement Regarding Concerted Pricing" means A.I.D. Form 285 (Appendix D to this Part 201).

(w) *Certificate Concerning Commissions*. "Certificate Concerning Commissions" means the Certificate and Agreement with the Agency for International Development Concerning Commissions and Service Payments Associated with Commodity Sales Financed with Foreign Assistance Funds" (A.I.D. Form 283) which appears as Appendix C to this Part 201.

§ 201.02 Scope.

The appropriate implementing document will indicate whether and the extent to which this Part 201 shall apply to the procurement of commodities or commodity-related services or both.

(a) The borrower/grantee is responsible for compliance with the applicable provisions of this Part 201 by importers and suppliers and for assuring that importers and suppliers are informed of the extent to which this Part 201 applies.

(b) Subpart B sets forth conditions governing the eligibility for A.I.D.-financing of transactions covering commodities and commodity-related services.

(c) Subpart C prescribes procedures which importers shall follow in purchasing commodities.

(d) Subpart D sets forth the responsibilities of suppliers.

(e) Subpart E contains provisions relating to

(1) The diversion of shipments and the vesting in A.I.D. of title to commodities.

(2) The effect of termination or modification of any loan, grant or implementing document; and

(3) A.I.D. audit and inspection rights.

(f) Subpart F describes the financing process and prescribes the documents which shall be submitted to banks and to A.I.D.

(g) Subpart G contains the price tests which shall be met and limitations on amounts and types of payments which A.I.D. will finance.

(h) Subpart H defines the rights and responsibilities of banks.

(i) Subpart I sets out the rights and remedies which are reserved to A.I.D. and provides for the waiver under special circumstances of the provisions of this Part 201. The subpart also contains necessary transitory provisions.

(j) Unless otherwise indicated, references in this Part 201 to subparts or to sections relate to subparts or sections of this Part 201.

Subpart B—Conditions Governing the Eligibility of Procurement Transactions for A.I.D. Financing

§ 201.10 Purpose.

This subpart sets forth requirements for A.I.D. financing applicable to transactions for the procurement of commodities and/or commodity-related services.

§ 201.11 Eligibility of commodities.

To qualify for A.I.D. financing, a commodity procurement transaction shall satisfy the following requirements:

(a) *Description and condition of the commodity*. The commodity shall conform to the description in the implementing document. Unless otherwise authorized by AID/W in writing, the commodity shall be unused, and may not have been disposed of as surplus by any governmental agency.

(b) *Source*—(1) *General rule*. The source of the commodity shall be a country authorized in the implementing document by name or by reference to an A.I.D. geographic code. In addition, the commodity shall have been mined, grown, or through manufacturing, processing, or assembly produced in a source country authorized in the implementing document.

(2) *Exceptions*. A produced commodity will not be eligible for A.I.D. financing if

(i) It contains any component from countries other than free world countries as listed in A.I.D. geographic code 899; or

(ii) It contains components which were imported into the country of production from such free world countries other than authorized source countries; and

(a) Such components were acquired by the producer in the form in which they were imported; and

(b) The total cost of such components (delivered at the point of production) amounts to more than 10 percent, or such other percentage as A.I.D. may pre-

scribe, of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by A.I.D.).

(3) *Waiver provision*. AID/W may from time to time waive or modify the requirements of subparagraph (2)(ii) of this paragraph (b) if in its view such action is necessary to achieve A.I.D.'s objective of conformity with normal industry practices.

(c) *Date of shipping documents*. The documents required as evidence of shipment under § 201.52(a)(4) shall show that the date of shipment was within the shipping period, if any, specified in the implementing document.

(d) *Medium of transportation*. Shipment shall not be effected

(1) By a transportation medium owned, operated or under the control of any country not included within A.I.D. geographic code 899; or

(2) From the United States on a vessel which A.I.D. has designated ineligible; or

(3) Under any ocean or air charter which has not received prior approval by AID/W.

(e) *Marine insurance*. If A.I.D. determines that the government of a cooperating country, by statute, decree, rule, or regulation, discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any A.I.D.-financed commodity shipped to the cooperating country shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States. "Discrimination" within the meaning of this paragraph (e) may be found to exist whenever the effect of governmental action by a cooperating country is to hinder an importer in entering into a c.i.f. contract with a U.S. supplier or in instructing a U.S. supplier to place marine insurance in the United States.

(f) *Timely submission of documents*. All documents required under § 201.52 to be submitted by a supplier in order to receive payment or reimbursement shall be submitted to A.I.D. or to a designated bank, whichever is appropriate, on or before the terminal date specified in the letter of commitment, the request for the opening of a special letter of credit, or other implementing document.

(g) *U.S. Treasury Department regulations*. Procurement transactions shall comply with the requirements of the Foreign Assets Control Regulation and Cuban Assets Control Regulation of the U.S. Treasury Department.

(h) *Commodities shipped out of free port or bonded warehouse*. No commodity shipped out of a free port or bonded warehouse is eligible for A.I.D. financing if it was shipped to the free port or bonded warehouse without compliance with the requirements set forth in paragraph (d) (1) and (2) of this § 201.11.

(1) *Purchase price.* The purchase price for the commodity shall satisfy the requirements of Subpart G.

§ 201.12 Eligibility of incidental services.

Incidental services may be financed under the same implementing document which makes funds available for the procurement of equipment if

- (a) The supplier does not procure such services with local currency in the cooperating country; and
- (b) Such services are specified in the purchase contract relating to the equipment.

§ 201.13 Eligibility of delivery services.

Delivery services will be financed by A.I.D. in the manner provided in this § 201.13.

(a) *General.* Delivery services which relate to A.I.D.-financed commodities may be financed under the implementing document which authorizes the purchase of the commodities or under a separate implementing document.

(b) *Conditions and limitations—(1) Freight.* Unless otherwise authorized, A.I.D. will not finance freight

(i) For shipment beyond the point of entry in the cooperating country; or

(ii) On any non-U.S.-flag transportation medium or any U.S.-flag vessel transferred from foreign-flag to provisional U.S.-flag registry under 46 U.S.C. section 12 for carriage of commodities to the cooperating country, or to or from a free port or bonded warehouse; or

(iii) On any vessel designated by A.I.D. as ineligible to carry A.I.D.-financed cargo; or

(iv) On any liner vessel for which the rate applicable to the commodity shipped and applying to both A.I.D.-financed and non-A.I.D.-financed cargo has not been filed with the Federal Maritime Commission (whether or not such filing is required by the Federal Maritime Commission); or

(v) Under any ocean or air charter covering full or part cargo (whether for a single voyage, consecutive voyages, or a time period) which has not received prior approval by AID/W (Resources Transportation Division); or

(vi) Which is attributable to brokerage commissions which exceed the limitations specified in § 201.65(1) or to address commissions, dead freight, or demurrage.

(2) *Inspection services.* A.I.D. will finance inspection of A.I.D.-financed commodities if such inspection is performed by independent inspectors at the request of the importer and is either customary in export transactions for the commodity involved or is necessary to determine conformity of the commodities to the contract.

(3) *Insurance.* (i) A.I.D. will finance U.S. dollar premiums for marine insurance including war risk on A.I.D.-financed commodities, if

(a) The insurance is placed on a competitive basis, in an authorized source country, with a company or companies authorized to do a marine insurance

business in any State of the United States; and

(b) Such insurance is placed either in accordance with the terms of the commodity purchase contract or by, or on the written instructions of, the importer; and

(c) Insurance coverage relates only to the period during which the commodities are in transit to the cooperating country, except that it may include coverage under a so-called "warehouse-to-warehouse" clause; and

(d) The premiums do not exceed the limitations contained in § 201.68.

(e) Within 15 days after payment by a supplier of marine insurance of any loss claim in excess of \$6,000 to the assured or to his assignee under any marine insurance policy financed by A.I.D. pursuant to this Part 201, the supplier of marine insurance notifies A.I.D., Office of the Controller, of the amount and date of the payment, a description of the commodity, the A.I.D. number, name of carrier, vessel, and voyage number (alternatively, flight or inland carrier run number), date of the bill of lading, the identity and address of the assured, and the identity and address of any assignee of the assured to whom payment has actually been made.

(ii) Within the meaning of § 201.11(e) as well as of this subparagraph, insurance is "placed" in a country only if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company office located in said country. "On a competitive basis" means under conditions of effective competition, but not necessarily under formal competitive bid procedures.

§ 201.14 Eligibility of bid bonds and performance guaranties.

The cost of any bid bond posted by a successful bidder or of any guaranty of performance posted by a supplier is eligible for financing under the implementing document to the extent that the principal amount of the bond or guaranty does not exceed the amount customary in international trade for the type of transaction and commodity involved: *Provided*, That the bid bond and guarantee of performance must be payable in U.S. dollars and must conform to the requirements of the invitation for bids or the contract, as applicable.

§ 201.15 U.S.-flag vessel shipping requirement.

(a) *General requirement.* At least 50 percent of the gross tonnage of all commodities financed with A.I.D. dollar funds and transported to the cooperating country on ocean vessels shall be transported on privately owned U.S.-flag commercial vessels. The foregoing requirement shall apply separately for any dry bulk carrier shipments, dry cargo liner shipments, and tanker shipments from each of the following geographical areas:

- (1) United States;
- (2) Europe and Africa;
- (3) Near East and South Asia;
- (4) Latin America and Canada; and
- (5) Far East.

(b) *Responsibility of borrower/grantee.* The borrower/grantee shall be responsible for assuring compliance with the requirements of paragraph (a) of this § 201.15 and for imposing upon sub-borrowers, contractors and importers such requirements regarding shipping arrangements with suppliers as will assure discharge of this responsibility. Such compliance shall be achieved during each U.S. fiscal year (July 1-June 30) as well as each quarterly period thereof, or during such other period or periods as may be specified by A.I.D. in agreements or implementing documents.

(c) *Nonavailability of U.S.-flag vessels.* Upon application of the borrower/grantee, AID/W (Resources Transportation Division) will determine and advise the borrower/grantee whether or not a privately owned U.S.-flag commercial vessel is available for a specific shipment of commodities at fair and reasonable rates. Such determination and advice of nonavailability does not relieve the borrower/grantee of the obligation to comply with the requirements of paragraphs (a) and (b) of this § 201.15 except to the extent that A.I.D. after reviewing shipments by the borrower/grantee during the fiscal year, quarterly period thereof, or other relevant time period, determines that such compliance has not been possible. Any such determination and advice will not render transportation costs on foreign flag vessels eligible for A.I.D. financing.

(d) *Privately owned U.S.-flag commercial vessels.* For purposes of this § 201.15 the term "privately owned U.S.-flag commercial vessels" shall not include any vessel which, subsequent to September 21, 1961, shall have been either built outside the United States, rebuilt outside the United States, or documented under any foreign registry until such vessel shall have been documented under the laws of the United States for a period of 3 years.

Subpart C—Procurement Procedures—Responsibilities of Importers.

§ 201.20 Purpose.

This subpart prescribes procurement procedures which shall apply to an importer whenever a commodity procurement is to be financed by A.I.D.

§ 201.21 Notice to supplier.

The importer is responsible for providing the supplier with the following information (either through the invitation for bids or otherwise):

(a) Notice that the transaction is to be financed by A.I.D. under this Part 201;

(b) The identification number of the implementing document; and

(c) All additional information prerequisite to A.I.D. financing and contained in the instructions from the borrower/grantee to the importer (for example, eligible source of commodity, periods during which deliveries must be made, shipping provisions, and documentation requirements).

§ 201.22 Formal competitive bid procedures.

If the implementing document requires, or if the importer elects procurement through formal competitive bid procedures, the following minimum requirements shall apply:

(a) *Contents of the invitation for bids.* Every invitation for bids and every attachment or amendment to an invitation shall be in the English language. The invitation shall contain the following:

(1) *Statement of requirements.* The invitation shall state specifically that formal competitive bid procedures apply. The terms and conditions which apply to the procurement shall be clearly indicated, including any factors other than price to be used in evaluation. Commodity specifications shall be stated in terms of U.S. standards, in a nonrestrictive manner, and in sufficient detail to permit maximum response from prospective suppliers.

(2) *Statement regarding submission of bids.* Invitations for bids shall state the applicable invitation number, the address to which bids are to be sent, the closing hour and date for submission and the date, hour, and place for public opening of bids. If additional drawings, details, or regulations or forms are necessary for bidding, the invitation shall state where such material may be obtained.

(3) *Statement regarding this Part 201.* Invitations for bids shall expressly indicate the extent to which any resulting contract is subject to the requirements of this Part 201.

(b) *Advertising the invitation for bids.* The invitation for bids shall be advertised in the manner described in § 201.24(a)(1).

(c) *Holding bids.* Bids received shall be held intact and sealed and shall be safeguarded against disclosure of contents prior to bid opening. The bids shall be opened publicly as specified in the bid invitation, and all properly submitted bids shall be considered. Direct submission of a bid by a prospective supplier, rather than through an agent or other representative of the supplier in the co-operating country, shall not be cause for rejection.

(d) *Awards.* Every award shall be made to that responsible bidder whose bid, conforming to the invitation for bids, is lowest in price, unless another bid is demonstrably more advantageous to the importer because of any factor (other than price) set forth in the invitation for bids as a factor to be considered in the evaluation of bids.

(e) *Submission of award information to A.I.D.* The importer shall complete Form A.I.D. 11-83 "Abstract of Bids", identifying thereon the successful bidder, and noting any two or more identical bids or any evidence of suspected collusion. If the lowest bid has not been accepted, the importer shall justify the award and shall append to the Abstract a statement of reasons for rejecting all lower bids. The Abstract and any justification statement shall be sent in triplicate to the Office of the Controller, A.I.D., Washington, D.C. 20523, to arrive within 20 days after the award of the contract.

§ 201.23 Other procurement procedures.

(a) *General requirements.* Procurement not subject to § 201.22 shall be made in accordance with good commercial practice. Specifications shall be expressed in terms of U.S. standards and shall be in the English language. All solicitations of quotations and offers shall be made uniformly to a reasonable number of prospective suppliers.

(b) *Notification as adequate solicitation.* If the notification requirements of § 201.24(a)(2) apply, such notification shall be deemed an adequate solicitation of quotations and offers, and all supplementary solicitations shall be consistent with such notification.

(c) *Notice of quotations and offers received.* A.I.D. may require that an importer furnish an abstract in the English language and identify thereon all offers or quotations received, the offer accepted or order placed, the price, the quantity, the name and address of all persons submitting offers or quotations and of their principals, if any (including manufacturers or processors of the commodity).

§ 201.24 Solicitation of bids and quotations.

(a) *Notification requirements.* Except as paragraph (b) or (c) of this § 201.24 may apply, the importer shall comply with the minimum notification requirements set forth in this paragraph (a). He may take such additional steps to notify prospective suppliers as are consistent with prudent procurement.

(1) *Under formal competitive bid procedures.* Invitations for bids must be advertised in the following manner:

(i) *Submission to A.I.D.* Three copies of the invitation for bids must be sent to the Office of Small Business, A.I.D., Washington, D.C. 20523, and 50 copies of the invitation shall be sent to a place in the United States designated by the borrower/grantee and agreed to by A.I.D. Invitations must be available to prospective suppliers free of charge, unless otherwise authorized by the Office of Small Business AID/W. All copies must be accompanied by a complete set of any additional drawings, details, applicable Government regulations, and other pertinent data necessary to the preparation of bids, or make reference to such additional documents as are readily available to the public or are available for public inspection.

(ii) *Time of submission.* Copies of the invitation for bids must be furnished sufficiently in advance of the bid-closing date to permit adequate preparation of bids. Unless a longer period is prescribed by the Office of Small Business, AID/W, or upon application of the importer a lesser period is authorized by such Office, the required copies shall be sent so as to arrive in the Office of Small Business, AID/W, at least 45 days in advance of the bid-closing date.

(2) *Under other procurement procedures.* In procurement other than by formal competitive bids, the solicitation of quotations and offers must include the following: The importer shall submit, in triplicate, to the Office of Small

Business, A.I.D., Washington, D.C. 20523, a notice of proposed procurement, which shall include commodity specifications in terms of U.S. standards, and other procurement data, in the English language and in the format set out in "Instructions for Notice of Proposed Procurement" (Appendix B to this Part 201). No importer, importer's agent or representative, or anyone acting in his behalf, shall accept any offer or place any order or agree to accept any offer or place any order until 45 days after the expected arrival of such form at the Office of Small Business, AID/W, in the course of mail. The Office of Small Business may require a longer period or, upon application of the importer, authorize a lesser period.

(3) *Resubmission of notifications to A.I.D.* A.I.D. may require the revision and resubmission to A.I.D. of any invitation for bids which does not comply with the requirements of § 201.22(a) or of subparagraph (1) of this paragraph (a), or of any notice of proposed procurement which does not comply with the requirements of subparagraph (2) of this paragraph (a). In such cases the importer shall effect changes necessary to assure compliance with the applicable requirements. The bid-closing date or the date before which an order may not be placed or accepted will be extended as A.I.D. (Office of Small Business) may instruct. A.I.D. (Office of Small Business) may, when it determines it necessary, return to the importer for revision or resubmission the invitation for bids or the notice of proposed procurement. In such cases the revised invitation or notice must be resubmitted in accordance with all the requirements of this paragraph (a) for original submission to A.I.D.

(b) *Exemption for small value procurement.* Any commodity procurement undertaken by an importer under a single import license or other authority where the estimated landed cost of all purchases made by him under a single three-digit A.I.D. commodity code is less than \$5,000 is exempted from the notification requirements of paragraph (a) of this § 201.24. This exemption does not apply to procurement undertaken in amounts of less than \$5,000 for the purpose, or with the effect, of evading the requirements of paragraph (a) of this § 201.24.

(c) *Waiver provisions.* A.I.D. may waive any notification requirement in the following situations:

(1) *Procurement under certain special supplier-importer relationships.* (i) A supplier may apply for a waiver for the benefit of a named importer if

(a) The procurement concerns a registered brand name commodity

(1) Which is for resale by the importer;

(2) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(3) For which the supplier is the sole distributor; or

(b) The procurement concerns a commodity

(1) Which is for resale by the importer;

(2) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(3) For which the supplier is the manufacturer or the manufacturer's regularly authorized exporter for the destination involved; or

(c) The procurement concerns a commodity

(1) Which is procured for manufacture, processing or assembly, and resale of the end-product by the importer;

(2) For which the importer is a regularly authorized distributor or dealer of the supplier; and

(3) For which the supplier is the manufacturer or the manufacturer's regularly authorized exporter for the destination involved; or

(d) The commodity is procured under such other commercial relationship which appears to A.I.D. to merit a waiver from the notification requirements.

(ii) Applications for waiver shall be sent by the supplier to the Office of Small Business, A.I.D., Washington, D.C. 20523, and shall include the following:

(a) The name and address of the importer who serves as the authorized distributor or dealer;

(b) The specific commodities covered by the supplier-importer agreement;

(c) Certification concerning the nature and duration of the commercial relationship between the supplier and the importer, supported by a copy or abstract of the pertinent provisions of any underlying written agreement between the supplier and the importer; and

(d) If the supplier is not the manufacturer of the commodity, a statement containing the pertinent provisions of any underlying agreement between the supplier and the manufacturer.

(iii) The waiver, if granted, will be forwarded in duplicate to the supplier. The supplier is responsible for forwarding one copy of the waiver to the importer and for advising the Office of Small Business, A.I.D./W, of any change in his agreement with the importer which may affect the waiver granted by A.I.D.

(2) *Proprietary procurement.* (i) Procurement where A.I.D. has determined that, in order to assure the interchangeability or standardization of equipment, or because of special design requirements, or for any similar reason, purchase of a commodity by reference to a particular specification, trade name, or designation is necessary.

(ii) Application for waivers shall be made in writing to A.I.D. by the importer and shall include supporting justification together with the recommendations of the borrower/grantee. In the absence of other instructions, such applications shall be submitted to the US AID for transmittal to A.I.D./W. Notice of approval or rejection of any such application for a waiver will normally be transmitted to the importer through the US AID.

(3) *Emergency procurement.* (i) Commodity procurement necessary to avoid a serious delay in project completion or in a plant's production, or to avoid a substantial increase in the cost

thereof, if the procurement cannot be effected within the time limitations prescribed by paragraph (a) of this § 201.24 for notification procedures.

(ii) A request for an emergency procurement waiver shall be made by the importer to the US AID. The request shall state the facts justifying such emergency procurement and shall bear the endorsement of the borrower/grantee. Emergency procurement requires the prior written approval of the US AID.

(4) *Special situations.* (i) Procurement in special situations, if AID/W has determined that it would be impracticable or inconsistent with the purposes of the Act to require adherence to the notification procedures prescribed in paragraph (a) of this § 201.24.

(ii) A request for a special situation waiver shall be made by the importer to the US AID. The request shall justify the procurement and shall bear the endorsement of the borrower/grantee. In the absence of other instructions, the US AID shall transmit the request to AID/W for decision.

§ 201.25 *Advance and progress payments for custom-made commodities.*

(a) Advance or progress payments prior to shipment may be made with A.I.D. funds if the procurement involves any commodity made to the special specifications of the importer and if prior written approval to make such payments has been obtained from A.I.D. by the importer, through the borrower/grantee, or if such payments are authorized in the implementing document. Any request for A.I.D. approval may be submitted either to AID/W or to the US AID for transmittal to AID/W. A.I.D. will consider any such request only if

(1) The total purchase price exceeds \$100,000;

(2) Each payment is at least ten percent of such price; and

(3) The total of all payments prior to shipment does not exceed eighty percent of the purchase price.

(b) A.I.D. may require the supplier to post in A.I.D.'s favor either a guaranty of performance or a prepayment bond equal to the amount of the contract. A.I.D. may impose such further conditions as it deems appropriate.

§ 201.26 *Bid bonds and performance guaranties.*

Whenever the importer requires the posting of a bid bond or performance guaranty, the type of bond or guaranty (whether certified check, irrevocable letter of credit, bank bond, bank guaranty, surety bond, or otherwise) shall be at the option of the bidder or supplier. Posted bid bonds shall be returned to unsuccessful bidders promptly after an award is made. Unless converted to a required guaranty of performance, any bid bond posted by the successful bidder shall also be returned promptly. Performance guaranties (as distinguished from commodity warranties of quality or performance) shall be canceled no later than 30 days after completion of the contract performance guaranteed.

§ 201.27 *Expenditure of marine insurance loss payments.*

If the importer receives directly or indirectly any marine insurance loss payment under a marine insurance policy financed pursuant to this Part 201, the importer shall use such loss proceeds to procure from a source specified in the implementing document which originally provided the A.I.D. funds commodities which have not been designated by A.I.D. to the borrower/grantee as ineligible for A.I.D. financing.

Subpart D—Responsibilities of Suppliers

§ 201.30 *Purpose.*

This subpart establishes the responsibilities of suppliers who furnish commodities and/or commodity-related services. The subpart also establishes procedures for prior review by A.I.D. of relevant contract data.

§ 201.31 *Suppliers of commodities.*

(a) *Performance of the sales contract.* The supplier of commodities shall comply with the terms and conditions of his contract with the importer and of any letter of credit under which he secures payment.

(b) *Eligibility of commodities.* The supplier shall fulfill his responsibilities under § 201.11 by assuring that

(1) The commodity conforms to the description contained in his contract and letter of credit and, unless otherwise authorized by A.I.D. in writing, the commodity is unused and has not been disposed of as surplus by any governmental agency;

(2) The source of the commodity complies with the provisions of § 201.11(b), relating to source as required by his contract or letter of credit, and with the provisions of § 201.11(h), relating to commodities shipped out of free port or bonded warehouse, if the supplier arranged transportation to the free port or bonded warehouse;

(3) The provisions of § 201.11(d) relating to the medium of transportation are complied with to the extent that the supplier arranges such transportation;

(4) All documents required by § 201.52 to be submitted by the supplier to receive payment are submitted by him on or before the terminal date specified in the letter of credit, or, if there is no letter of credit, in his contract;

(5) The provisions of the U.S. Treasury Department Foreign Assets Control Regulation and Cuban Assets Control Regulation are complied with; and

(6) The purchase price of the commodity meets the requirements of Subpart G applicable to the supplier.

(c) *Eligibility of delivery services.* The supplier of commodities shall be responsible for assuring that any delivery services obtained by him for his own or for the importer's account comply with the requirements (other than those relating to freight rates) of § 201.13 and, if required by A.I.D., for assuring that any shipping documents obtained by him contain an appropriate diversion clause pursuant to § 201.43. The supplier shall

deliver to A.I.D. any shipping documents available to him whenever such delivery is requested by A.I.D.

(d) *Commodity marking*—(1) *Affixation of emblem and identification number*. The supplier shall be responsible for assuring that all commodities and their shipping containers, whether shipped from the United States or from any other source country, carry the official A.I.D. (clasped hands) emblem and, in addition, in the case of commodities furnished to countries participating in the Alliance for Progress, the Alliance for Progress (flaming torch) emblem. Emblems shall be affixed by metal plate, decalcomania, stencil, label, tag, or other means, depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblem placed on the commodities shall be as durable as the trademark, company or brand name affixed by the producer; the emblem on each shipping container shall be affixed in a manner which assures that the emblem will remain legible until the container reaches the consignee. Upon each shipping container the last set of digits of the identification number of the pertinent implementing document shall be marked in characters at least equal in height to the shipper's marks.

(i) *Size of emblems*. The size of an emblem may vary depending upon the size of the commodity and the size of the package or shipping container. The emblem shall in every case be large enough to be clearly visible at a reasonable distance.

(ii) *Design and color of emblems*. Emblems shall conform in design and color to samples available from AID/W (Office of Small Business) and from the US AID.

(2) *Exception to requirement for affixation of emblems*. To the extent compliance is impracticable, affixation shall not be required for

(i) Raw materials shipped in bulk (including grain, coal, petroleum, oil, and lubricants);

(ii) Vegetable fibers packaged in bales; and

(iii) Semifinished products which are not packaged in any way.

(3) *Waiver*. If compliance with the marking requirement is found to be impracticable with respect to other commodities not excepted by subparagraph (2) of this paragraph (d), the supplier (or, when appropriate, the borrower/grantee) may request AID/W (Office of Small Business) for a waiver.

(4) *Display of emblems on ships*. The official A.I.D. (clasped hands) emblem, and, in addition, in the case of shipments to countries participating in the Alliance for Progress, the Alliance for Progress (flaming torch) emblem shall be prominently displayed on all ships during loading and unloading when their cargoes consist entirely of A.I.D.-financed goods. Ship charterers shall insert in charter party agreements instructions relating to the display of A.I.D. emblems.

(e) *Export licenses*. The supplier shall assure that all necessary export licenses are obtained.

(f) *Airmail distribution of shipping documents*. In addition to customary commercial document distribution the supplier shall, at the time of loading the commodities or as soon as practicable thereafter, airmail one set of the following documents to the Controller, US AID, c/o American Embassy in the capital city of the cooperating country to which shipment is being made, or to such other address as is designated to him: a nonnegotiable copy of the ocean or charter party bill of lading or other shipping document, supplier's invoice, and packing list. The supplier shall indicate on each such document the number of the applicable implementing document, if known to the supplier.

(g) *Adjustment refunds, credits, and allowances*. All adjustments in the purchase price in an A.I.D.-financed transaction in favor of the importer arising out of the terms of the contract or the customs of the trade shall be made by the supplier in the form of a dollar payment to A.I.D. Any such payment shall be transmitted to the Office of the Controller, A.I.D., Washington, D.C., and shall be accompanied by a statement explaining the adjustment and shall specify the name and address of the importer, the date and amount of the original invoice, and the identification number of the implementing document, if known, under which the original transaction was financed. A.I.D. will advise the borrower/grantee of such adjustment refunds received. Despatch earned by the supplier, other than despatch earned at the port of loading on c.i.f. and c. & f. shipments, shall be refunded to A.I.D. in accordance with the provision of § 201.67(a) (5).

(h) *Vesting in A.I.D. of title to commodities*. The supplier shall be responsible for compliance with the provisions of § 201.44 applicable to him.

(i) *Termination or modification of A.I.D. financing*. The supplier shall be responsible for compliance with the provisions of § 201.45 applicable to him.

§ 201.32 Suppliers of delivery services.

(a) *Performance of the service contract*. The supplier of delivery services financed by A.I.D. shall comply with the terms and conditions of his contract to supply delivery services.

(b) *Emblems*. A supplier of ocean transportation services shall assure that the A.I.D. emblem and, where applicable, the Alliance for Progress emblem are prominently displayed, during loading and unloading, on any ship whose cargo consists entirely of A.I.D.-financed commodities.

(c) *Adjustments in the price of delivery services*. The supplier of delivery services shall pay to the Controller, A.I.D., Washington, D.C. 20523, all adjustments in the purchase price in favor of the importer (or person purchasing the ocean transportation services) arising out of the terms of the contract or the customs of the trade. Any such payment shall be accompanied by a statement explaining the adjustment and shall specify the name and address of the importer or other person for whom the adjustment is made, the date and

amount of the original invoice, and the identification number of the implementing document, if known, under which the original transaction was financed.

(d) *Marine insurance reporting requirement*. With respect to any loss payment in excess of \$6,000 which a supplier of marine insurance makes under a marine insurance policy financed pursuant to this Part 201, the supplier of marine insurance shall, within 15 days of making such payment, report to A.I.D., Office of the Controller, the amount and date of the payment, a description of the commodity, the A.I.D. numbers, name of the carrier, vessel, and voyage number (alternatively, flight or inland carrier run number), date of the bill of lading, the identity and address of the assured, and the identity and address of any assignee of the assured to whom payment has actually been made.

§ 201.33 Prior review of proposed sales.

A.I.D. may require that a supplier submit to A.I.D. for prior review any proposed sale of commodities or of commodity-related services which is to be financed by A.I.D. Upon being notified by A.I.D. that such prior review will be required, the supplier shall submit to A.I.D. for review all proposed transactions of the type covered by the notification in accordance with instructions contained therein. The supplier shall also provide any further information, documentation, or certification which A.I.D. may specify after review of a proposed transaction. A.I.D. will notify the supplier of any special documents or certifications which the supplier must submit in order to obtain payment under such transactions and will forward to the banks appropriate amendments to letters of commitment or to requests for the opening of a special letter of credit.

Subpart E—General Provisions Relating to A.I.D. Financing of Commodities and Commodity-Related Services

§ 201.40 Purpose.

This subpart sets forth certain provisions of general application to transactions subject to this part.

§ 201.41 Audit and inspection.

The borrower/grantee shall maintain records adequate to document the arrival and disposition in the cooperating country of all commodities financed by A.I.D. and to identify the importer (or the first purchaser or transferee if the commodity is imported by the borrower/grantee) for a period of 5 years following the date of payment or reimbursement by A.I.D. or for such other period as A.I.D. and the borrower/grantee agree. In addition, the borrower/grantee or the importer shall, to the extent either exercises control or custody over the commodities, permit A.I.D. or any of its authorized representatives at all reasonable times during the 5-year or other agreed period to inspect the commodities at any point, including the point of use, and to inspect all records and documents pertaining to such commodities.

§ 201.42 Reexport of A.I.D.-financed commodities.

Unless specifically authorized by A.I.D., commodities imported into a cooperating country under A.I.D. financing may not be reexported in the same or substantially in the same form from the cooperating country. In the event of any unauthorized reexport, the borrower/grantee shall pay promptly to A.I.D., upon demand, the entire amount reimbursed or such lesser or greater amount as A.I.D. may deem appropriate under the circumstances of the particular transaction. Such an amount shall in no event, however, exceed the greater of either the amount reimbursed or the amount realized from the reexport.

§ 201.43 Diversion clause.

A.I.D. may require that charter parties, bills of lading, or other ocean shipping documents covering A.I.D.-financed commodities contain a clause substantially as follows:

A.I.D. may at any time prior to unloading prescribe a different port of discharge from among the ports covered by the applicable conference tariff. Diversion charges shall apply in accordance with the tariff. Deviation insurance and extra handling costs actually incurred shall be reimbursed.

§ 201.44 Vesting in A.I.D. of title to commodities.

(a) *Vesting upon order of A.I.D.* A.I.D. may direct that title to A.I.D.-financed commodities in transit to a cooperating country shall be vested in A.I.D. if in the opinion of A.I.D. such action is necessary to assure compliance with the provisions or purposes of any act of Congress.

(1) *Rights of A.I.D. upon vesting of title.* In accordance with instructions by A.I.D., the borrower/grantee, supplier, and bank shall transfer such negotiable bills of lading, suppliers' invoices, packing lists, inspection certificates or other designated documents relating to the commodities as are in, or may come into, their possession.

(2) *Diversion of commodities.* A.I.D. may direct the master or operator of a vessel or an inland carrier carrying the commodities to divert them away from the port or other destination specified in the shipping documents and to deliver them at such other destination as A.I.D. may designate.

(b) *Financial responsibility of A.I.D. under vesting order.* (1) A.I.D. will reimburse a supplier who has not already received payment under the sales contract for all commodities with respect to which A.I.D. has taken title under a vesting order.

(2) A.I.D. will assume the responsibility for any extra costs (including the costs of marine insurance and handling) which are incurred as a result of a diversion. With respect to liner shipments, such costs shall not exceed diversion charges as per tariff, and shall include only those deviation insurance and extra handling costs which are actually incurred.

(3) A.I.D. shall incur no liability to the borrower/grantee, the importer, or to

the approved applicant by reason of any order which vests in A.I.D. title to commodities, or by reason of any request for the diversion of commodities.

§ 201.45 Termination or modification of a loan, grant or implementing document.

(a) *Effect of termination or modification.* (1) Except as provided in subparagraph (2) of this paragraph (a), the availability of A.I.D. funds to finance the procurement of commodities and commodity-related services shall terminate or shall be modified, whenever and to the same extent that the implementing document, letter of commitment or special letter of credit which relates to such delivery is terminated or modified by operation of provisions contained in the document or by the exercise of rights otherwise reserved to A.I.D.

(2) Unless the supplier and A.I.D. agree otherwise, to the extent that the supplier has received an irrevocable letter of credit from a bank under an A.I.D. letter of commitment, the purchase contract shall be affected only to the extent necessary to comply with any vesting order issued by A.I.D. in accordance with § 201.44.

(b) *Responsibilities of parties after termination or modification of A.I.D. financing.* Upon termination or modification of A.I.D. financing of commodities or commodity-related services, the supplier, importer and approved applicant shall make such arrangements as are necessary to obtain the cancellation or modification of any letter of credit in favor of the supplier.

§ 201.46 Compensation to supplier if shipment is prohibited.

(a) *Payment to supplier.* A.I.D. shall make appropriate payment to a supplier for the value of A.I.D.-financed commodities available for immediate shipment from the United States if all the following conditions are satisfied:

(1) Shipment is prohibited by order of the U.S. Government and such order has general application to all shipments to the cooperating country.

(2) Payment may not be made by the bank under the terms of the letter of credit or payment instructions.

(3) The supplier is unable to dispose of the commodities without loss.

(4) The supplier tenders to A.I.D. a negotiable warehouse receipt covering the commodities in question and presents to A.I.D. such other documentation required by § 201.52 as may be appropriate under the circumstances.

(b) *Other settlement.* In lieu of accepting title to the commodities, A.I.D. may negotiate with the supplier such other settlement as may be fair and equitable under the circumstances.

§ 201.47 Use of marine insurance loss proceeds.

The borrower/grantee shall pay promptly to A.I.D. a sum equal to the proceeds received by an importer or his assignee in settlement of a marine insurance claim under a marine insurance policy financed pursuant to this Part

201, if such proceeds are not expended in the manner provided by § 201.27 within a reasonable period after receipt by the importer.

Subpart F—Payment and Reimbursement

§ 201.50 Purpose.

This subpart describes:

(a) The methods by which A.I.D. will make payment or reimbursement for commodities and commodity-related services which have been furnished;

(b) The documentation required to be submitted to A.I.D. for the purpose of obtaining such payment or reimbursement; and

(c) The terminal date for presentation of documents which A.I.D. requires as a condition for reimbursement.

§ 201.51 Methods of financing.

In procurement subject to this Part 201 the following methods of financing may be employed by A.I.D. In each case, the method of financing shall be consistent with provisions in the pertinent implementing documents.

(a) *Direct reimbursement.* Upon presentation to A.I.D. of the documents specified in § 201.52, a borrower/grantee will be reimbursed for the cost of commodities and commodity-related services procured by the borrower/grantee directly or procured by other importers with the authorization of the borrower/grantee, if such commodities or services are eligible under the implementing document and under this Part 201 for A.I.D. financing.

(b) *Letter of commitment to a bank.* At the request of the borrower/grantee, A.I.D. will issue a letter of commitment to a bank for a specified amount in dollars. Reimbursement to a bank will be in accordance with the terms of such letter of commitment for sight payments made for the account of an approved applicant. Any such payment by a bank made in anticipation of a letter of commitment and falling within the scope of payments authorized by such letter when issued will be deemed to be a payment to be reimbursed by A.I.D. thereunder.

(1) *Requests for letters of commitment.* Requests for the issuance of letters of commitment shall be in the English language and shall be submitted to A.I.D. by the borrower/grantee in duplicate. They shall contain the following:

(i) Identification of the implementing document;

(ii) The dollar amount of the letter of commitment;

(iii) The name and address of the bank to which the letter of commitment is to be issued;

(iv) The name and address of the approved applicant;

(v) The expiration date to be stated in the letter of commitment, which shall be not later than the final date specified in the implementing document for submission of documentation to the bank as a basis for disbursement against the letter of commitment, except that, if a

terminal shipping date is provided in the implementing document, the expiration date shall be the last day of the month following the month in which the terminal shipping date occurs; and

(vi) Identification of the items to be financed under the letter of commitment (described, if practicable, in terms of the A.I.D. 3- or 4-digit commodity code).

(2) *Approved applicant's request to bank*—(i) *Form and effect of request.* An approved applicant may apply to the bank holding a letter of commitment for the issuance, confirmation, or advice of a commercial letter of credit for the benefit of a supplier, or may instruct the bank to make payments at sight to such supplier, or may instruct the bank to make payments at sight to or for the account of the borrower/grantee.

(ii) *Borrower/grantee assignment under letter of commitment.* The borrower/grantee's request to A.I.D. for a letter of commitment shall be deemed notification to A.I.D. of assignment of any rights to receive reimbursement for the specified funds under the related implementing document. A.I.D. by issuance of the letter of commitment shall be deemed to have consented to such assignment. Any such assignment or consent shall inure to the benefit of the bank's legal successors and assignees.

(iii) *Requirements imposed by bank.* The borrower/grantee and the approved applicant shall be deemed to have consented to imposition by the bank upon the beneficiary of any letter of credit or payment instruction of such requirements as the bank deems necessary in order to comply with its applicable obligations to A.I.D. Such consent shall be deemed an express condition incorporated in any request of the approved applicant under subparagraph (2) (i) of this paragraph (b).

(3) *Reimbursement of bank.* Upon presentation to A.I.D. of the documents described in § 201.52, A.I.D. will reimburse the bank for any amounts paid by it in dollars to or on behalf of the approved applicant pursuant to a letter of commitment, subject, however, to compliance by the bank with the requirements of Subpart H. Such documents in the normal course should be presented to A.I.D. promptly. Bank charges will be eligible for reimbursement if authorized in the letter of commitment. Reimbursement will be made by check within 30 days.

(c) *Special letter of credit.* Upon application of the borrower/grantee, A.I.D. may request a bank to open a special letter of credit, revocable or irrevocable, for a designated beneficiary.

(1) *Financing instructions.* The beneficiary of the special letter of credit may instruct the bank to issue subsidiary letters of credit, or to make payments at sight, to designated parties or may claim reimbursement from the bank for payments which it has made to suppliers upon submission to the bank of the documents required under § 201.52. When issuing subsidiary letters of credit to parties designated by the beneficiary of the special letter of credit, the bank will in-

struct such parties to make reference in their documents to the A.I.D. reference number indicated in the A.I.D. request for the opening of a special letter of credit.

(2) *Reimbursement of bank.* Upon presentation to A.I.D. of the documents described in § 201.52, A.I.D. will reimburse the bank for any amounts paid by it in dollars pursuant to the letter of credit, subject, however, to compliance by the bank with the requirements of Subpart H. Such documents in the normal course should be presented to A.I.D. promptly. Bank charges will be eligible for reimbursement if authorized in the A.I.D. request for the opening of a special letter of credit. Reimbursement will be made by check within 30 days.

(3) *Availability of documents.* The bank shall make available to A.I.D., upon request, a copy of each subsidiary letter of credit issued; a copy of each payment instruction or request; and a copy of each document in its possession received by it against payment.

(d) *Bank charges under letter of commitment or special letter of credit.* (1) To claim reimbursement for commissions, transfers or other charges, not including interest on advances, the bank shall submit Voucher SF 1034 and shall attach thereto a copy of the payment advice which identifies the costs being billed.

(2) To claim reimbursement for interest on advances, the bank shall claim reimbursement on Voucher SF 1034, attaching thereto

(1) The monthly statement of advance account established under the letter of commitment or special letter of credit, in duplicate, showing

(a) The opening balance;

(b) The date and amount of such charge attributable to the letter of commitment or special letter of credit, indicating the number of the letter of commitment or special letter of credit, subsidiary letter of credit, or payment instruction or request under which the charge was made;

(c) The date and amount of each A.I.D. reimbursement to the bank, indicating either the A.I.D. bureau voucher number or the number of the letter of commitment or special letter of credit, subsidiary letter of credit, or payment instruction or request under which the payment was made; and

(d) The closing balance;

(ii) The bank's monthly advice of charge, in duplicate, showing

(a) The outstanding balance in the advance account on each day of the period covered; and

(b) The amount of interest charged during the period.

(3) *Certification.* Each claim for reimbursement shall have endorsed thereon or attached thereto a certification by an authorized representative of the bank that the charges for which payment is being claimed are in accordance with the schedule of charges agreed on between the bank and the approved applicant or beneficiary.

(4) *Report.* The bank shall render a report as of the end of each calendar month to AID/W (Office of the Controller) and to the approved applicant or beneficiary. The report shall contain the following information based upon actual paid invoices and paid bank charges:

(i) The balance as of the end of the previous reporting period;

(ii) Increases or decreases during the current reporting period in the authorized amount of the letter of commitment or special letter of credit;

(iii) Total payments made during the current reporting period; and

(iv) The balance as of the close of the current reporting period.

§ 201.52 Required documents.

(a) *Commodities and commodity-related services.* Claims for reimbursement or payment with respect to commodities and commodity-related services shall be supported by the documents listed in subparagraphs (1) through (9) of this paragraph (a) or by such other documents as may be required in the implementing document, letter of commitment, or request for the opening of a special letter of credit. Each document shall indicate the identification number of the applicable implementing document, letter of commitment, or request for the opening of a special letter of credit.

(1) *Voucher.* Voucher SF 1034 with three copies, to be prepared by the borrower/grantee, by the approved applicant, or by the bank as assignee or agent for the approved applicant.

(2) *Supplier's invoice.* (i) One copy of the supplier's detailed invoice showing the following:

(a) The name and address of the importer;

(b) The quantity and the description of each item shipped, in sufficient detail for ready identification;

(c) The total gross sales price;

(d) The total net sales price (determined by deducting from the total gross sales price the amounts required to be deducted under § 201.65(g));

(e) The sales price for each item net of all trade discounts to which the importer is entitled;

(f) The delivery terms (e.g., f.o.b., f.a.s., c.i.f., and c. & f.);

(g) The dollar amount of any incidental services which are not included in the price of the commodity and for which reimbursement is claimed; -

(h) The dollar amount of all delivery services obtained by the supplier of the commodity for the importer's account which are not included in the price of the commodity and for which reimbursement is claimed;

(i) To the extent that the commodity price includes transportation cost as defined in § 201.61(c) or other commodity-related services, a description of such services and the dollar amounts attributable to such services; and

(j) Unless a Supplier's Certificate covering marine insurance is submitted, the name and address of the supplier of such insurance and the dollar cost thereof.

(ii) Each invoice shall be marked "PAID" by the supplier, or alternatively, the bank may certify by an endorsement on or attachment to the invoice that payment has been made in the amount shown on the invoice.

(3) *Charter party.* A copy (or photostat) of any charter party under which shipment is made. If shipment is made under a consecutive voyage or time charter and the person or organization seeking reimbursement or payment has previously submitted to A.I.D. a copy (or photostat) of said charter party in support of a prior claim for reimbursement or payment, such person or organization may, in lieu of further submission of the charter party, certify to the fact of prior submission.

(4) *Evidence of shipment.* A copy (or photostat) of the bill of lading (ocean, charter party, airway, railway, barge, or truck) or parcel post receipt evidencing shipment from the point of export in the source country or a free port or bonded warehouse. In the case of any sale on a c.i.f. or c. & f. basis the bill of lading shall indicate the carrier's statement of charges whether or not freight is financed by A.I.D.

(5) *Documentation on shipment to a free port or bonded warehouse.* (i) In the case of commodities shipped from a free port or bonded warehouse, the supplier shall

(a) Provide as an attachment to a copy of the invoice a copy of the bill of lading (bearing a notation of the freight cost) covering the shipment of the commodity into the free port or bonded warehouse, or

(b) If such a bill of lading is not available to the supplier, provide the following information and certify to its accuracy to the best of his knowledge and belief: the country or area from which the commodities were shipped to such free port or bonded warehouse; the name and flag of the vessel which transported the commodities from the source country to the free port or bonded warehouse; the cost of the freight on such shipment; and the free port or bonded warehouse to which shipment was made from the source country, or

(c) With respect to commodities which have been commingled in the warehouse in such a way that shipments out of the warehouse cannot be related to particular shipments into the warehouse, the supplier shall certify to the best of his knowledge and belief that a portion of the commodities was transported to the free port or bonded warehouse on U.S.-flag carriers, and the quantity for which A.I.D. financing is sought does not exceed that amount.

(ii) In the event a supplier cannot comply with the requirements of subdivision (i) of this subparagraph, it will be assumed, in the absence of evidence to the contrary, that the commodity was transported to the free port or bonded warehouse by a vessel under the flag of a country under A.I.D. geographic code 899 other than the United States.

(6) *Supplier's Certificate.* An original and two copies of the Supplier's Certificate executed by

(i) The supplier of the commodity for the cost of the commodity and any commodity-related services furnished by the commodity supplier;

(ii) The carrier for the cost of ocean or air transportation;

(iii) The insurer for the cost of marine insurance if such cost exceeds \$50.

(7) *Certificate and Agreement Regarding Concerted Pricing.* One signed original of the Certificate and Agreement Regarding Concerted Pricing executed by

(i) The supplier of the commodity; and

(ii) The producer of the commodity, if the supplier indicates in paragraph (1) (a) of the Certificate that he is not also the producer.

This subparagraph (7) shall apply only when the letter of commitment, a request for opening of a special letter of credit, or (in cases of A.I.D. financing by direct reimbursement of a borrower/grantee) other implementing document limits the source of procurement to the United States (A.I.D. Geographic Code 000) and the supplier supplies any of the following commodities: Potassic fertilizers (Commodity Codes 2332, 2333, and 2334); mixed chemical fertilizers (Commodity Code 2343); phosphates and phosphatic fertilizer materials (Commodity Codes 2351, 2354, 2355, and 2356); carbon black (Commodity Code 3907); wood pulp (Commodity Code 5913); corrugating material of paper and paperboard (Commodity Code 5916); kraft paper and kraft paperboard (Commodity Code 5917); sulphur (Commodity Code 6406); and tires, tubes, and repair materials (Commodity Code 8913).

(8) *Producer's invoice.* Whenever the supplier indicates in paragraph (1) (a) of the Certificate and Agreement Regarding Concerted Pricing that he is not also the producer, one copy of the producer's invoice covering the same commodities which are described in the supplier's invoice.

(9) *Certificate Concerning Commissions.* One signed original executed by the commodity supplier of the Certificate Concerning Commissions.

(b) *Special provision in case of direct reimbursement to borrower/grantee.* In the case of financing by reimbursement directly to a borrower/grantee for payments made by it for procurement, the supplier may, if he desires, submit the Supplier's Certificate prescribed in paragraph (a) (6) (i) of this § 201.52, in duplicate, with Invoice-and-Contract Abstract completed in all applicable respects except as to class of supplier, information as to agents' commission, domestic and foreign, and domestic unit price information, accompanied by one copy of such certificate with the Invoice-and-Contract Abstract fully completed in a sealed envelope, addressed to the Controller, A.I.D., Washington, D.C. 20523, with the following statement upon its face, signed by the supplier:

The undersigned certifies that enclosed in this envelope is a copy of an executed Supplier's Certificate covering the item invoiced, which has been filed in wherever applicable. This envelope contains a document intended

only for A.I.D. and is to be opened only by A.I.D.

If such alternative procedure is used, the signer of the Supplier's Certificate shall be deemed to have satisfied the requirement in § 201.65(k) to report all commissions and similar allowances and the requirement of the Supplier's Certificate that he has filled in the applicable portions of the Invoice-and-Contract Abstract.

(c) *Execution of Certificates.* (1) The original of each Supplier's Certificate, each Certificate Concerning Commissions, and each Certificate and Agreement Regarding Concerted Pricing shall be signed by hand and shall bind the person or organization on whose behalf the execution is made. Any person or organization on whose behalf another purports to sign a Certificate which is submitted by such person or organization shall in all respects be bound thereby, notwithstanding that the person so signing acted without express authority.

(2) The Supplier's Certificate covering the cost of marine insurance may be executed on behalf of the marine insurer by an insurance broker or by a commodity supplier if the commodity supplier is the assured under an open cargo insurance policy issued by the marine insurer and is authorized under such policy to bind the marine insurer by issuing insurance certificates or policies in favor of importers. In each such case, the insurance broker or commodity supplier shall indicate on the Supplier's Certificate the name and address of the insurance company which is acting as the supplier of marine insurance and shall describe himself below his signature as a commodity supplier issuing a certificate under an open cargo insurance policy or as an insurance broker.

§ 201.53 Final date for presentation of documents.

(a) *Direct reimbursement.* Prescribed documents shall be presented to A.I.D. by the borrower/grantee no later than the terminal date specified in the implementing document.

(b) *Letter of commitment to bank or special letter of credit.* Prescribed documents shall be presented by the bank to A.I.D. and shall cover (1) payments or negotiations made under letters of credit expiring no later than the expiration date stated in the letter of commitment or the request for the opening of a special letter of credit, or (2) payments to a supplier, the approved applicant, or, at the request of an approved applicant, to a person other than the supplier, made no later than such expiration date.

Subpart G—Price Provisions

§ 201.60 Purpose and applicability of this subpart.

This subpart prescribes rules relating to prices, discounts, commissions, credits, allowances, and other payments. These rules shall be observed in the procurement of commodities and commodity-related services financed under this part. The rules implement and supplement the requirements of the Act

relating to prices in such procurement. The general purpose of these rules is to assure the prudent use of A.I.D. funds.

(a) *Statutory price limitations.* (1) Section 604(a) of the Act provides:

Funds made available under this Act may be used for procurement outside the United States * * * only if the price of any commodity procured in bulk is lower than the market price prevailing in the United States at the time of procurement, adjusted for differences in the cost of transportation to destination, quality, and terms of payment.

(2) Section 604(b) of the Act provides:

No funds made available under this Act shall be used for the purchase in bulk of any commodities at prices higher than the market price prevailing in the United States at the time of purchase, adjusted for differences in the cost of transportation to destination, quality, and terms of payment.

(b) *Transactions covered.* The rules and conditions prescribed by this subpart apply to all A.I.D.-financed transactions subject to this regulation whether or not the commodities are purchased in bulk.

(c) *Compliance.* Compliance with this Subpart G and with any additional price requirement contained in the implementing document shall be a condition to the financing by A.I.D. of procurement transactions under this Part 201. Post-audit of transactions will be made by A.I.D. to determine whether there has been such compliance.

§ 201.61 Meaning of terms in this subpart.

(a) *Time of purchase.* "Time of purchase" means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) *The date the purchase price is fixed.* "The date the purchase price is fixed" means the date on which the parties agree on the price. If, however, the parties establish the price as of any other date which is subsequent to the date of such agreement and not later than the date of delivery, the term means such other date regardless of whether it precedes, coincides with or follows the legally effective date of the purchase contract.

(c) *Transportation cost.* "Transportation cost" means the cost of all transportation by land, sea, or air from the port of export to the destination in the cooperating country, plus the cost of marine insurance, if any, covering such transaction. (Note: Such costs are financed by A.I.D. only to the extent provided in § 201.13.)

(d) *Purchase price.* "Purchase price" means the total amount which the purchaser agrees to pay or make available to or for the benefit of the supplier (including any person or organization designated by the supplier to receive such payment) for any commodity or commodity-related service which is wholly or partly financed by A.I.D.

(e) *Comparable sale.* "Comparable sale" means any sale of or bona fide offer to sell the same commodity, or (in the absence of such a sale or offer to sell) any sale of or offer to sell a similar com-

modity which, with respect to the quantity, quality, grade, period of delivery, supply area, terms of sale, or class of purchaser, either.

(1) Is not sufficiently different from the sale being tested to result customarily in a price different from the price in the sale being tested; or

(2) Can be related to the sale being tested through application of a customary price differential.

(f) *Comparable export sale.* "Comparable export sale" means any "comparable sale" in export transactions.

(g) *Comparable domestic sale.* "Comparable domestic sale" means any "comparable sale" not in export transactions.

(h) *Export differential.* "Export differential" means the customary difference in price between domestic sales and otherwise comparable export sales.

(i) *Class of purchaser.* "Class of purchaser" means any group of purchasers which is separately identifiable and which is distinguishable from other purchasers on the basis of quantity purchased, distribution function or established trade practice.

(j) *Period of delivery.* "Period of delivery" means the length of time between the date of the purchase contract and the date by which delivery is to be completed.

(k) *Supply area.* "Supply area" means

(1) The source country; or

(2) If the commodity is customarily sold at different prices (exclusive of transportation costs) from different geographical areas within a source country, the specific geographic area within the source country from which the commodity is shipped to the cooperating country.

(l) *Similar commodity.* "Similar commodity" means a commodity which

(1) Is functionally interchangeable with the commodity in the sale being tested; and

(2) Affords the purchaser substantially equivalent serviceability.

(m) *Producer.* "Producer" means any person who grows, mines, manufactures, processes, or assembles a commodity in the form in which it is exported.

(n) *Commission.* "Commission" means any payment or allowance by a supplier to any person for the contribution which that person has made to securing the sale for the supplier or which that person makes to securing on a continuing basis similar sales for the supplier.

(o) *Commission employee.* "Commission employee" means any employee or officer of the supplier who has contributed to securing the sale and who is paid a salary which is directly or indirectly calculated as, or related to, a percentage of the amount of the sale.

(p) *Local currency.* "Local currency" means the currency of the cooperating country.

(q) *Local service organization.* "Local service organization" means any person who in the cooperating country performs services in connection with the A.I.D.-financed commodities.

(r) *Opening bank.* "Opening bank" means the bank which has opened the

letter of credit in the cooperating country in favor of the supplier.

(s) *Regular place of business.* "Regular place of business" means a permanent business establishment such as an office, sales outlet, or other fixed place of business, but does not include a mere postal address or box number or any casual or temporary use of facilities for the sole or principal purpose of rendering a commission eligible for A.I.D. financing.

(t) *Representative of the importer.* "Representative of the importer" means any entity affiliated with the importer by ownership or management ties.

(u) *Resident of the United States.* "Resident of the United States" means any natural person who maintains a permanent household in the United States; who pays or who is subject to the income tax requirements, if any, of the State in which he maintains his household; and who is physically present for at least 60 days of the year in the United States.

(v) *Sales agent.* "Sales agent" means any person who is neither the importer nor a commission employee and who has contributed to securing the sale or to securing similar sales on a continuing basis for the supplier.

(w) *Service payment.* "Service payment" means with respect to services performed in connection with commodities financed under this Part 201 any payment or allowance by the supplier to any person, whether or not a sales agent, but not including a commission, payment or allowance for incidental or delivery services, or a salary payment to any officer or employee of the supplier.

(x) *State.* "State" means the District of Columbia, Puerto Rico, or any State, territory or possession of the United States.

(y) *U.S. firm.* "U.S. firm" means

(1) A corporation which has been organized under the laws of any State of the United States, which maintains a regular place of business in the United States, and which is at least 51 percent beneficially owned by citizens of the United States or U.S. firms or both; or

(2) A sole proprietorship in which the sole proprietor is both a citizen and resident of the United States; or

(3) A partnership or association in which the majority of partners or association members are both citizens and residents of the United States.

§ 201.62 Responsibilities of borrower/grantee and of supplier.

(a) *Responsibilities of borrower/grantee and importer.* The borrower/grantee shall insure that the importer

(1) Procures in accordance with the conditions set forth in § 201.24, and in either § 201.22 or § 201.23, whichever is applicable, and

(2) Except as provided otherwise in § 201.22(d), pays no more than the lowest available competitive price, including transportation cost, for the commodity.

(b) *Responsibility of supplier.* In accordance with the provisions contained in the Supplier's Certificate which the supplier executes in order to receive payment, the supplier is responsible for compliance with the provisions of this Sub-

part G other than paragraph (a) of this § 201.62.

§ 201.63 Maximum prices for commodities.

(a) *U.S. prevailing market price—U.S. source.* The purchase price for a commodity the source of which is the United States shall not exceed the market price prevailing in comparable export sales in the United States at the time of purchase adjusted for differences in the transportation cost: *Provided, however,* That if there are no such comparable export sales, then the purchase price, excluding transportation cost, may not exceed the market price prevailing in comparable domestic sales in the United States at the time of purchase, adjusted upward or downward by the appropriate export differential.

(b) *U.S. prevailing market price—non-U.S. source.* The purchase price, including transportation cost, for a commodity the source of which is not the United States shall be lower than the market price prevailing in comparable export sales in the United States at the time of purchase including transportation cost: *Provided, however,* That if there are no such comparable export sales in the United States, then the purchase price from the source outside the United States, including transportation cost, must be lower than the market price prevailing in comparable domestic sales in the United States at the time of purchase, adjusted upward or downward by the appropriate export differential and transportation cost.

(c) *Supplier's comparable export price—U.S. and non-U.S. sources.* (1) The purchase price, excluding transportation cost, shall not exceed prices generally charged by the supplier in comparable export sales from the source country at the time of purchase.

(2) The requirement in subparagraph (1) of this paragraph (c) shall not apply to the purchase price

(i) In any sale under formal competitive bid procedures; or

(ii) In any sale of a commodity generally traded on an organized commodity exchange.

(3) "Comparable export sales" for the purpose of this paragraph (c) shall not include sales

(i) Under formal competitive bid procedures; or

(ii) Of a commodity by a supplier to affiliates if the supplier as a general practice sells the commodity to affiliates at prices lower than the prices he charges to nonaffiliates.

(d) *Source country prevailing market price—non-U.S. source.* The purchase price, excluding transportation cost, shall not exceed the market price prevailing in the source country in comparable export sales at the time of purchase: *Provided, however,* That, if there are no such comparable export sales, then the purchase price, excluding transportation cost, shall not exceed the market price prevailing in comparable domestic sales in the source country at the time of purchase adjusted upward or downward by the appropriate export differential.

(e) *Price test in the absence of a comparable sale at the time of purchase—U.S. and non-U.S. sources—(1) Sale by a supplier who is not the producer.* The purchase price shall not exceed the sum of

(i) The supplier's cost of acquisition; and

(ii) The customary markup of the supplier

(a) In comparable sales other than at the time of purchase; or

(b) If no comparable sale at any time can be found, in the most nearly similar sale of the most nearly similar commodity by the supplier or his competitors.

(2) *Sale by a supplier who is the producer.* The purchase price shall not exceed a price established in accordance with the customary pricing practices of the supplier for other products of the same general class as the commodity sold.

(f) *Additional rule for sugar.* In addition to being subject to the other price limitations contained in this § 201.63, the purchase price for sugar shall not exceed the world price as derived from the daily market quotations on the New York Sugar Exchange for No. 8 Contract spot, f.o.b. and stowed, adjusted for differences in quality, bagging, transportation cost, and other appropriate considerations.

(g) *Additional rule for crude oil, petroleum fuels, and lubricants.* In addition to being subject to the other price limitations of this section, the purchase price, including transportation cost, for crude oil, petroleum fuel, or lubricants procured from a non-U.S. source shall not exceed the prevailing price, including transportation cost, at which such commodity is available at the time of purchase in quantities similar to the contract amount from the same or from any other eligible source for otherwise comparable export sales. This limitation shall not apply to the purchase price of such a commodity procured under formal competitive bid procedures. "Comparable export sales" for the purpose of this paragraph (g) shall not include sales under formal competitive bid procedures.

§ 201.64 Application of the price rules to commodities.

(a) *Calculation of commodity prices on a common basis.* In testing whether the purchase price of a commodity exceeds the price in comparable export sales or in comparable domestic sales, as applicable under § 201.63 (a), (c), (d), and (e), it is necessary to insure that the price being tested as well as the prices being used as a test or measurement are calculated on the basis of delivery alongside or on board the vessel or other export conveyance. Such prices will include, therefore, in addition to the price of the commodity at an internal point in the source country, transportation from that point to the port of export in the source country, and to the extent not already included in the price at the internal point, inspection, export packing, forwarder's fees at customary rates, the cost of placing the commodities on board the vessel or export conveyance (unless this cost is covered in the export freight),

and other necessary costs customary in the trade.

(b) *Calculation of commodity prices which involve transportation costs.* (1) In testing a purchase price which includes transportation cost (customarily known as a c. & f. or c.i.f. price) for compliance with the requirements of § 201.63 (a), (c), (d), and (e), A.I.D. will subtract from such price transportation cost as calculated by reference to the freight rate (for the type and flag of vessel on which the commodity was shipped) prevailing on the date the purchase price is fixed. In the absence of evidence to the contrary, the actual transportation cost paid by the supplier shall be presumed to be the transportation cost calculated in accordance with the formula contained in the foregoing sentence.

(2) In testing a purchase price involving transportation cost for compliance with § 201.62 and § 201.63 (b), (f), and (g), the test or measurement prices shall be

(i) Prices based upon transportation by a U.S.-flag carrier if the price tested involves transportation by a U.S.-flag carrier; or

(ii) Prices based upon transportation by either a U.S.-flag carrier or a foreign-flag carrier, whichever is lower, if the price tested involves transportation by a foreign-flag carrier.

(c) *Calculation of amount eligible for financing when shipment is out of a free port or bonded warehouse.* In the case of a shipment from a free port or bonded warehouse, A.I.D. will not finance any portion of the cost of the commodity, delivered to the country of destination, which exceeds the eligible price of the commodity, f.o.b. or f.a.s. source country, plus any transportation cost which can be documented in accordance with § 201.52(a)(5)(i) as having been incurred on a U.S.-flag transportation medium.

(d) *Determination of prevailing market price.* In the determination of any prevailing market price for any commodity, relevant published and other price information will be considered.

§ 201.65 Commissions, service payments, and discounts.

(a) *General.* This section sets forth rules which govern the eligibility of commissions, service payments, and discounts for A.I.D. financing. Paragraphs (b), (c), and (d) of this § 201.65 establish general limitation, subject to special exceptions, on the eligibility for A.I.D. financing of commissions and service payments. These limitations will govern unless A.I.D. has rendered them inapplicable by express provision in the letter of commitment, request for opening of a special letter of credit, or other implementing document to the effect that paragraphs (b), (c), (d), and (e) of this § 201.65 will not apply to the particular transaction. In any case where A.I.D. does finance a commission or service payment, the specific limitations set forth in paragraph (h) of this § 201.65 shall continue to apply. With respect to shipments to Vietnam, the general limitations established by paragraphs (b), (c), and (d) of this section are modified in

special regard by the option established by paragraph (f) of this § 201.65 in favor of a supplier to effect a commission or service payment in local currency through a dollar bank draft procedure.

(b) *Commission to sales agents.* Unless otherwise authorized by A.I.D., a commission paid or payable by a supplier to or for the benefit of a sales agent in connection with any sale subject to this Part 201 will be eligible for A.I.D. financing only if—

(1) The sales agent performed no part of the services relating to the commission outside the United States, and the sales agent maintains a regular place of business in the United States; or

(2) The sales agent whose services relate to the commission is a U.S. firm, and any officer, employee, partner, or association member of the sales agent who has performed outside the United States any part of the services relating to the commission is both a citizen and resident of the United States.

(c) *Commission to commission employees.* Unless otherwise authorized by A.I.D., a commission paid or payable by a supplier to or for the benefit of a commission employee in connection with any sale subject to this Part 201 will be eligible for A.I.D. financing only if—

(1) The commission employee performed no part of the services relating to the commission outside the United States; or

(2) The commission employee whose services relate to the commission is both a citizen and resident of the United States.

(d) *Service payments.* Unless otherwise authorized by A.I.D., a service payment in connection with any sale subject to this Part 201 will not be eligible for A.I.D. financing if any portion thereof has been paid or is payable by the supplier to or for the benefit of a local service organization.

(e) *Payments by opening bank in local currency.*—(1) *General.* Under arrangements between A.I.D. and the governments of certain cooperating countries a supplier may, if he wishes, request the opening bank on the Certificate Concerning Commissions to pay a commission in local currency directly to the sales agent or commission employee or to make a service payment on behalf of the supplier in local currency directly to a local service organization. Under this procedure, the sales agent, commission employee, or local service organization will be paid by the opening bank with local currency funds deposited by the importer with the opening bank.

(2) *Contents of invoice.* A supplier who wishes to arrange a commission or service payment in local currency in accordance with this procedure shall show on his invoice the gross value of the shipment, all the deductions required by this § 201.65 and the net invoice amount. The draft on the U.S. bank which the supplier presents may not exceed the net amount shown on his invoice. The supplier shall also provide on his invoice—

(i) *Commission information.* An amount expressed in dollars to be paid

in a local currency equivalent to the sales agent or commission employee as commission; the name and address of the sales agent or commission employee; and the dollar sales price to be financed with A.I.D. funds, exclusive of commission.

(ii) *Service payment information.* An amount expressed in dollars to be paid in a local currency equivalent to a local service organization as a service payment; the name and address of the local service organization; and the dollar sales price to be financed with A.I.D. funds, exclusive of the service payment.

(3) *Contents of sealed envelope.* The supplier shall place in a sealed envelope one signed copy of the Certificate Concerning Commissions and shall signify thereon his adherence to Certification H. The sealed envelope shall be physically attached to the suppliers invoice. The supplier shall place on the outside of the envelope the name and address of the opening bank. If the supplier does not wish to have the amount of commission or service payment made known to the importer, he may place in the sealed envelope a second set of invoices. This second set will be made out for the gross value of the shipment, and, unlike the first set submitted to the U.S. bank as a required document, will not contain a deduction for the commission or service payment which the opening bank is to pay on behalf of the supplier. If a second set of invoices is placed in the sealed envelope, the supplier shall note on each such copy the words "For the importer" and shall note on each copy of the invoice which he submits to the U.S. bank as a basis for payment the words "Only for A.I.D. and the opening bank."

(4) *Execution of Certificate Concerning Commissions.* As a requirement for receiving payment, the supplier shall execute one signed original of the Certificate Concerning Commissions. This original will be forwarded by the U.S. bank to A.I.D. By executing Certification H on the Certificate Concerning Commissions the supplier undertakes to make a commission or service payment in no other manner in connection with the sale described on the Invoice-and-Contract Abstract. Appended to Certification H is a request to the opening bank to make the requested payment in local currency on behalf of the supplier to the sales agent, commission employee, or local service organization. This request reaches the opening bank through the signed copy of the Certificate Concerning Commissions which the supplier has placed in the sealed envelope.

(5) *Payment by opening bank.* Without responsibility for itself, for A.I.D. or for the U.S. bank, the opening bank will honor the request of the supplier contained in Certification H of the Certificate Concerning Commissions by withholding from the importer the supplier's invoice for the net amount and substituting in lieu thereof the supplier's invoice for the gross amount contained in the sealed envelope. The opening bank will convert the commission or service payment which the supplier has indicated in dollars on the Certificate Con-

cerning Commissions, on the Invoice-and-Contract Abstract, and on his invoice into a local currency equivalent (at the official rate of exchange) and will pay over the resulting sum on behalf of the supplier to the sales agent, commission employee, or local service organization.

(6) *No multiple or split commissions.* Unless otherwise authorized by A.I.D., a supplier who pays a commission in local currency may not claim A.I.D. financing for any dollar commission in connection with the same transaction.

(f) *Payments by opening banks in local currency on shipments to Vietnam.*—(1) *Special bank draft procedure.* Under arrangements between A.I.D. and the Government of Vietnam a supplier may, if he wishes, arrange for the opening bank to pay on his behalf a commission in local currency directly to the sales agent or commission employee or to make on his behalf a service payment directly to a local service organization. Under this procedure, the supplier will execute an invoice on which the commission or service payment information may appear or may be withheld at the supplier's discretion. Commission or service payment information must however appear on the Invoice-and-Contract Abstract and on the Certificate Concerning Commissions. The supplier may effect a payment to the sales agent or local service organization by placing in a sealed envelope attached to his invoice a dollar bank draft drawn on any bank and payable to the opening bank on behalf of the sales agent, commission employee, or local service organization. The supplier shall also enclose in the sealed envelope a signed, executed copy of the Certificate Concerning Commissions and shall mark on the outside of the envelope the name and address of the opening bank. The U.S. bank will forward to the opening bank the sealed envelope along with the other documents. The opening bank will remove the bank draft, convert the amount contained therein into a local currency equivalent (at the official exchange rate), and will pay over the resulting sum to the sales agent, commission employee, or local service organization whose name and address the supplier has set forth on the Invoice-and-Contract Abstract and on the Certificate Concerning Commissions. The opening bank will transfer the dollar amount representing such commission or service payment to the National Bank of Vietnam. From time to time, as A.I.D. identifies the amounts of such commission or service payments, A.I.D. will issue bills for collection requesting the Government of Vietnam to refund these dollar amounts to A.I.D.

(2) *Execution of Certificate Concerning Commissions.* A supplier who uses the procedure described in this paragraph (f) in connection with shipments to Vietnam shall execute Certification I on the Certificate Concerning Commissions. By this undertaking to A.I.D. the supplier agrees to make a commission or service payment in no other manner in connection with the sale described on

the Invoice-and-Contract Abstract. The execution of Certification I will also comprise a separate request to the opening bank to make the payment in local currency on his behalf to the sales agent, commission employee, or local service organization.

(3) *No multiple or split commissions.* Unless authorized by A.I.D., a supplier who arranges for the opening bank to pay a commission in local currency in accordance with the bank draft procedure described by this paragraph (f) may not claim A.I.D. financing for any other commission in connection with the same transaction.

(g) *Required deductions from invoice amount.* To arrive at the net amount eligible for A.I.D. financing, there shall be deducted from the gross amount of the supplier's invoice submitted under paragraph (a) (2) of § 201.52—

(1) All trade discounts to which the importer is entitled; and

(2) All commissions and service payments to the extent they are ineligible for dollar financing under this § 201.65.

(h) *Commissions and service payments to importers, purchasing agents, and third parties.* A commission or service payment in connection with any sale subject to this Part 201 shall not be eligible for A.I.D. financing if paid or payable by the supplier—

(1) To or for the benefit of the importer; or

(2) To or for the benefit of a purchasing agent or other agent or representative of an importer, even though such purchasing agent or other agent or representative may also have an agreement with a supplier to represent the supplier; or

(3) To any third party in connection with a sale by the supplier to his dealer, distributor, or established agent in the cooperating country.

(i) *Commissions and service payments attributable to A.I.D. financing.* In connection with commodities financed under this Part 201 every commission paid or payable by a supplier to or for the benefit of a sales agent or commission employee and every service payment payable by a supplier to or for the benefit of a local service organization shall be presumed conclusively to have been paid or to be paid from A.I.D. funds, whether or not such commission or service payment is reported to A.I.D. on the Supplier's Certificate or is deducted on the supplier's invoice, and shall thereby be subject to the eligibility requirements of this § 201.65. This presumption shall not apply whenever—

(1) The supplier arranges for a commission to be paid to a sales agent or commission employee or arranges for a service payment to be paid to a local service organization through the opening bank under the procedure described in paragraph (e) or (f) of this § 201.65; or

(2) The importer, on behalf of the supplier, pays in local currency a commission directly to a sales agent or commission employee or makes a service payment in local currency directly to a local service organization.

(j) *Maximum commission or service payment.* A commission or service payment shall not exceed the amount which the supplier customarily pays in connection with similar transactions or the amount which is customary in the trade.

(k) *Report of commissions and service payments.* All commissions and service payments, whether or not eligible for financing under this Part 201, made by the supplier in connection with A.I.D.-financed sales to or for the benefit of a sales agent, commission employee, the importer, or any representative of the importer shall be fully reported on the Invoice-and-Contract Abstract of the Supplier's Certificate required under § 201.52(a) (6).

(l) *Brokerage commission.* In connection with ocean freight services A.I.D. will finance a brokerage commission only if—

(1) Such commission does not exceed 2½ percent of the ocean freight charge;

(2) Such commission is payable to a firm organized under the laws of a state of the United States or to an individual who is a resident of the United States; and

(3) The names of all persons receiving such commission appear on the face of the charter party.

(m) *Address commissions.* An address commission to or for the benefit of a charterer shall be deemed a discount on the stated freight rate or freight charge which the supplier of transportation services shall deduct from the cost of transportation financed by A.I.D. If the supplier of the commodity is the charterer, he shall refund to A.I.D. any address commission received by him. If the supplier of the commodity is not the charterer, the borrower/grantee shall be responsible for making a refund to A.I.D. of any such commissions received by the charterer.

§ 201.66 Side payments.

Any payment which an importer makes to a supplier, whether or not indicated on the supplier's invoice and whether or not financed by A.I.D., in connection with an A.I.D.-financed transaction shall be disclosed by the supplier on the Supplier's Certificate and shall be considered as part of the actual purchase price in applying the rules of this Subpart G.

§ 201.67 Maximum freight charges.

(a) *Ocean freight rates.*—(1) *Similar shipments.* "Similar shipments" means shipments which are similar with respect to type of commodity, commodity rate classification, quantity, vessel flag category, choice of ports, and other pertinent factors. In determining whether shipments are similar, no effect shall be given to the identity of the shipper or to the circumstance that the shipment is or is not financed by the Government of the United States.

(2) *Maximum charter rates.* (i) A.I.D. will not finance ocean freight under any charter which has not been submitted to and received prior approval by AID/W. A.I.D. will not approve a charter if the freight rate exceeds

(a) The rate prevailing for similar shipments;

(b) The lowest rate charged by the carrier for similar shipments on the same voyage; or

(c) The maximum rate determined by the Maritime Administration in connection with the Cargo Preference Act (46 U.S.C. 1241).

(ii) In determining the rate prevailing for similar shipments, recognized sources of charter market rate information will be consulted and, if necessary, will be supplemented by other information which contributes to a realistic determination of the prevailing charter rate.

(3) *Effect of A.I.D. approval of a charter.* A.I.D. prior approval of a charter shall be confirmed by A.I.D. in writing and shall then be final except in cases where the freight rate exceeds the lowest rate charged by the supplier for similar shipments on the same voyage or where A.I.D.'s prior approval is based on false or misleading representations made to A.I.D. by the charterer or ocean carrier.

(4) *Maximum liner rates.* A.I.D. will not finance ocean freight for a cargo liner shipment at a rate which exceeds

(i) The conference contract rate or the conference noncontract rate, whichever is lower;

(ii) The rate named in any other applicable tariff or other rate listing on file at the Federal Maritime Commission; or

(iii) The lowest rate charged by the carrier for similar shipments on the same voyage.

(5) *Despatch.* (i) The borrower/grantee, or the supplier with respect to despatch earned by the supplier, shall be responsible for refunding to A.I.D. all despatch earned.

(a) At the port of unloading on c.i.f. or c. & f. shipments, or

(b) At the port of loading or unloading on f.o.b. or f.a.s. shipments, to the extent that despatch exceeds demurrage incurred on the same voyage.

(ii) Refunds of despatch, supported by the vessel's signed lay time statement(s), must be transmitted to the Controller, A.I.D., Washington, D.C. 20523, within 90 days after date of discharge of the cargo on which the despatch was earned.

(b) *Air freight rates.* A.I.D. will not finance air freight which exceeds the applicable rate on file at the Civil Aeronautics Board, Washington, D.C.

§ 201.68 Maximum prices for commodity-related services.

The price for an A.I.D.-financed commodity-related service other than ocean or air transportation shall not exceed (a) the prevailing price, if any, for the same or similar services; or (b) the price paid to the supplier under similar circumstances by other customers.

§ 201.69 Commodity price subject to escalation.

If a purchase contract contains a price escalation clause, A.I.D. will finance

(a) The purchase price of the commodity before operation of the price es-

escalation clause if at the time of purchase such price does not exceed the applicable price limitations contained in this subpart; and

(b) That portion of the commodity price attributable to the operation of the price escalation clause if such clause

(1) Is applied to a base price which qualifies for A.I.D.-financing under paragraph (a) of this § 201.69.

(2) Uses a formula based upon variations in a cost factor which is reasonably related to the price of the commodity subject to escalation and is readily determinable;

(3) Provides for downward as well as upward adjustment of the price; and

(4) Accords with recognized trade practice.

Subpart H—Rights and Responsibilities of Banks

§ 201.70 Purpose.

This subpart sets forth the rights and responsibilities of banks with regard to reimbursement under a letter of commitment or a special letter of credit opened pursuant to an A.I.D. request. Banks will not be held responsible for the requirements of Subparts B, C, D, E (excluding § 201.44(a)(1)), and Subpart G except insofar as provisions of these subparts are included in this Subpart H or in a letter of commitment or a request for the opening of a special letter of credit issued by A.I.D. to a bank.

§ 201.71 Terms of letters of credit.

(a) *Letters of credit under letters of commitment.* Any letter of credit issued, confirmed or advised under an A.I.D. letter of commitment and any agreement relating to such letter of credit or to instructions for payment issued by an approved applicant may not be inconsistent with or contrary to the terms of the letter of commitment. In particular, the description of commodities or services in any such letter of credit or agreement may not be inconsistent with the description and A.I.D. commodity code set forth in the letter of commitment. Any such letter of credit or agreement may be modified or extended at any time in such manner and to such extent as is acceptable to the approved applicant and the bank. *Provided,* That such modification or extension may not be inconsistent with or contrary to the terms of the letter of commitment. In the case of any inconsistency or conflict between the terms and conditions of the letter of commitment and the instructions of the approved applicant, the terms and conditions of the letter of commitment shall control.

(b) *Special letters of credit.* Any special letter of credit or subsidiary letter of credit issued thereunder at the instruction of the beneficiary of such special letter of credit and any agreement relating to such special letter of credit or subsidiary letter of credit or to instructions for payment issued by the beneficiary, or any party designated by him, must not be inconsistent with or contrary to the terms of the A.I.D. re-

quest for the opening of a special letter of credit. In the case of any inconsistency or conflict between the terms and conditions of such request and instructions of the beneficiary, or any party designated by him, the terms and conditions of such request shall control.

§ 201.72 Making payments.

(a) *Collection of documents.* The bank shall be responsible for obtaining the documents specified in Subpart F and in the letter of commitment or the request for the opening of a special letter of credit when making payment under a letter of credit or pursuant to instructions of an approved applicant.

(b) *Examination of documents other than Supplier's Certificates.* The bank shall examine the documents (other than the Supplier's Certificate, the Certificate Concerning Commissions, and the Certificate and Agreement Regarding Concerted Pricing) to be submitted to A.I.D. in accordance with good commercial practice to determine whether such documents comply with the requirements of subparagraphs (1) through (7) of this paragraph (b) in the following particulars, and no other.

(1) *Shipment.* The documents submitted as evidence of the shipment of commodities under § 201.52(a)(4) shall be dated within the shipping period, if any, specified in the letter of commitment or the request for the opening of a special letter of credit.

(2) *Source of commodities.* The documents submitted in connection with the claim for reimbursement on commodities may not indicate that the source of the commodities is inconsistent with the A.I.D. geographic code designation contained in the letter of commitment or the request for the opening of a special letter of credit.

(3) *Destination.* The documents submitted shall indicate that the destination of the commodities, by shipment, transshipment, or reshipment, is the cooperating country named in the letter of commitment or the request for the opening of a special letter of credit.

(4) *Description.* The documents shall describe and identify the commodities or services in a manner which, according to good commercial practice, is not inconsistent with the description contained in the letter of credit or payment instructions issued under a letter of commitment or a request for the opening of a special letter of credit. The bank shall not be required to determine whether the supplier's invoice meets the detailed requirements of § 201.52(a)(2)(i) or whether the carrier statement of charges is indicated on the bill of lading.

(5) *Discounts and purchasing agent's commissions.* If the documents disclose that the invoice price includes either discounts or commissions payable to purchasing agents, the bank shall not make payment of such discounts and commissions. In the absence of such information, however, the bank shall not be required to make independent inquiry as to whether the invoice price includes such items.

(6) *Certifications.* Each supplier's invoice presented for payment shall contain such other certifications as may be required in the letter of commitment or the request for the opening of a special letter of credit. The bank shall accept only certifications which, to the best of its knowledge and belief, have been signed by hand.

(7) *Other requirements.* The documents submitted shall contain such other information as required by the letter of commitment or the request for the opening of a special letter of credit except that the bank shall have responsibility in this regard only to the extent specifically indicated in the letter of commitment or such request.

(c) *Acceptance of certificates.* A bank shall not accept for submission to A.I.D. the original of the Supplier's Certificate, the Certificate Concerning Commissions, or the Certificate and Agreement Regarding Concerted Pricing unless, to the best knowledge and belief of the bank, each such original has been signed by hand.

§ 201.73 Limitations on the responsibilities of banks.

The following general limitations on the responsibilities of banks issuing, advising, or confirming letters of credit and making payments under letters of credit or otherwise, shall apply.

(a) *Sufficiency and completeness of documents.* Any document, including the Supplier's Certificate, the Certificate Concerning Commissions, and the Certificate and Agreement Regarding Concerted Pricing, submitted by a bank to A.I.D. in support of a claim for reimbursement, shall be sufficient if it purports to be the sort required to be delivered and if it has been accepted by the bank in the ordinary course of business in good faith. Except as may be required in discharge of its responsibilities under § 201.72 (b) and (c), the bank's right of reimbursement shall not be affected by the fact that any document required to be submitted by it is incomplete or may indicate noncompliance with any provision of this part.

(b) *Reimbursement right notwithstanding certain deficiencies.* A bank's right to reimbursement from A.I.D. for payments which the bank has made will not be affected by the fact that—

(1) The Certificate and Agreement Regarding Concerted Pricing, the Certificate Concerning Commissions, or the Invoice-and-Contract Abstract in the Supplier's Certificate may be incomplete, or may indicate noncompliance with any provision of this Part 201, the letter of commitment, a request for the opening of a special letter of credit, or any other implementing document, or may be inconsistent with other documents required for reimbursement; or

(2) In conjunction with the submission by a supplier of a Certificate and Agreement Regarding Concerted Pricing, the bank has failed to secure from a supplier who is not also the producer of the commodities a producer's invoice and a Certificate and Agreement Regarding

ing Concerted Pricing executed by the producer of the commodities.

(c) *Nonresponsibility of bank for truth or accuracy of statements or certifications.* The bank shall not be responsible for the truth or accuracy of any information or statement contained in any Supplier's Certificate or any other document or certification to be submitted by it to A.I.D., notwithstanding any knowledge or information in the actual or constructive possession of the bank to the contrary. The bank shall not be obligated to look beyond the documents, including any certification endorsed thereon, to be submitted by it or to make any independent investigation as to the truth or accuracy of any information or statement contained therein.

(d) *Protection of bank making payment.* Acceptance by the bank of any document in the ordinary course of business in good faith as being a genuine and valid document and sufficient in the premises, and the delivery thereof to A.I.D., shall constitute full compliance by the bank with any provision of this part, the letter of commitment or the request for the opening of a special letter of credit requiring delivery of a document of the sort that the document actually so delivered purports to be. The bank shall be entitled to receive and retain reimbursement of the amount of all payments made by it against documents so accepted, notwithstanding that such payments may be made in connection with a purchase in excess of the price calculated in accordance with the applicable provisions of Subpart G.

(e) *Payment to third persons.* The bank's right of reimbursement shall not be affected by the fact that payment is made to the approved applicant or the beneficiary of a special letter of credit or at the request of the approved applicant or such beneficiary to a person other than the supplier under the contract to which such payment relates, if the bank has complied with all other requirements of the letter of commitment or the request for the opening of a special letter of credit and has satisfied itself in good faith that the person to whom it makes payment has, in turn, made payment to the supplier.

(f) *Bank procedures with regard to certain suppliers.* In the event a bank receives written advice from A.I.D. concerning special conditions which are applicable to transactions of particular suppliers, such bank will use reasonable care to maintain procedures designed to ensure that accommodations thereafter furnished by it with respect to such suppliers by means of the issuance, confirmation, advising or transfer of letters of credit, or the making of payments not under letters of credit shall reflect such special conditions. While banks are expected to comply with the foregoing obligation, a bank which has used reasonable care to establish and maintain such procedures will not be responsible for any inadvertent furnishing of any such accommodation not containing applicable special conditions or the making of payment thereunder. For the purpose

of ascertaining whether the supplier is a person or organization subject to an A.I.D. advice concerning special conditions applicable to its transactions under this paragraph, a bank, in making payment under a letter of credit or otherwise, may consider as supplier the person or organization issuing the invoice.

(g) *Provision of implementing documents.* A bank shall not be responsible for compliance with any provision of an implementing document other than a letter of commitment or a request for the opening of a special letter of credit.

§ 201.74 Additional documents for A.I.D.

In addition to the documents required for reimbursement a bank shall retain in its files for a period of at least 5 years and shall make available to A.I.D. promptly upon request a copy of any of the following documents which may pertain to an A.I.D.-financed transaction:

(a) Each letter of credit issued, confirmed, or advised by it, together with any extension or modification thereof;

(b) Payment instructions received from the approved applicant;

(c) Each application and agreement relating to such letter of credit or instructions for payment, together with any extension or modification thereof;

(d) A detailed advice of the interest, commissions, expenses, or other items charged by it in connection with each such letter of credit or payment instructions.

§ 201.75 Termination or modification.

If A.I.D. directs that the delivery of commodities be terminated, orders that title to commodities be vested in it, or modifies any implementing document concerning the disposition of documents, A.I.D. shall give written notice thereof to the banks holding applicable letters of commitment or requests for the opening of special letters of credit and shall instruct each bank with regard to the disposition of documents. Each such bank shall be relieved of any liability whatsoever to the approved applicant for anything done or omitted to be done under instruction of A.I.D. Notwithstanding the foregoing, a bank shall comply with the instructions of A.I.D. only to the extent that it may do so without impairing or affecting any irrevocable obligation to any person or organization except an approved applicant, and in the event the bank shall incur any costs, expenses, or liabilities, including any liability to the approved applicant, it shall be repaid and reimbursed by A.I.D. in respect thereof.

Subpart I—Rights and Remedies of A.I.D., Waiver Authority, and Transitory Provisions

§ 201.80 Purpose.

This subpart sets forth certain A.I.D. rights and remedies against borrower/grantees and suppliers, and prescribes certain general provisions relating to the waiver by A.I.D. of this Part 201, and

the continuation in effect of certain prior issuances.

§ 201.81 Rights of A.I.D. against borrower/grantees.

If any transaction financed hereunder violates the requirements of this Part 201 or any U.S. statute or any rule or regulation of A.I.D. promulgated under any such statute, A.I.D. may require the borrower/grantee to refund the amounts A.I.D. determines are attributable to such violation and may exercise any right of acceleration or termination contained in the implementing document. The borrower/grantee shall be deemed to have agreed to make such refund or accelerated payment promptly upon request by A.I.D. and shall be deemed to have consented to any modification of the implementing document determined by A.I.D. to be necessary to reflect any such refund or acceleration.

§ 201.82 Rights of A.I.D. against suppliers.

Without limiting the responsibility of the borrower/grantee or other parties, A.I.D. may require an appropriate refund to it by a supplier under any transaction which violates the requirements of this Part 201, whenever in A.I.D.'s opinion the failure of the supplier to comply with the rules and other requirements of this part has contributed to such violation.

§ 201.83 No waiver of alternative rights or remedies by A.I.D.

No right reserved to A.I.D. in this subpart to seek a refund from a borrower/grantee, and no exercise of such right, whether or not successful, shall in any way limit or affect, under the doctrine of the election of remedies or otherwise, A.I.D.'s rights against a supplier under this Subpart I or under the laws of the United States, or of any other country or political subdivision thereof, nor shall any right or remedy herein reserved to A.I.D. against a supplier in any way derogate from or otherwise limit any other rights or remedies which may accrue to A.I.D. under such laws.

§ 201.84 Limitation on period for making refund requests.

A.I.D. will endeavor, but shall not be bound, to make any requests for refunds from a borrower/grantee within five years from the date of the last disbursement of A.I.D. funds for the transaction to which such request relates.

§ 201.85 Waiver and amendment authority.

A.I.D. may waive, withdraw, or amend at any time any or all of the provisions of this Part 201.

§ 201.86 Continuation in effect of certain prior issuances.

(a) The following documents, if issued or executed by A.I.D. or any predecessor agency or corporation prior to November 1, 1964, will continue in effect subject to all the terms and conditions of such documents and, to the extent applicable, all the terms and conditions of this Part 201 as in effect on the date of the is-

suance of such documents: Project agreements, procurement authorizations and project implementation orders, U.S. Government agency purchase requisitions, loan agreements and implementation letters, letters of commitment and letters of notification to banks, requests for the opening of a special letter of credit and letters of commitment to suppliers. Authorizations, bank contracts, letters of guaranty to banks or suppliers issued by A.I.D. or any predecessor agency or corporation prior to the effective date of this part will continue in effect in accordance with their terms. Amendments to any of the above documents may continue to be made in accordance with the procedures in effect prior to November 1, 1964.

(b) Whenever a Supplier's Certificate A.I.D. Form 280 is required to be submitted under the provisions of this Part 201 as in effect prior to November 1, 1964, a Supplier's Certificate A.I.D. Form 281 or 282 completed and executed in accordance with the provisions of § 201.52 (a) (6), (b), and (c) may, at the election of the supplier, be submitted in lieu of such Supplier's Certificate A.I.D. Form 280, and, if such Supplier's Certificate A.I.D. Form 281 or 282 is submitted, the supplier executing the same shall be bound by the provisions thereof and by the provisions of this Part 201 as in effect at the time of his execution of such Supplier's Certificate.

(c) Whenever a Supplier's Certificate A.I.D. Form 281 is required to be submitted under the provisions of this Part 201 as in effect prior to January 1, 1967, a Supplier's Certificate A.I.D. Form 282 completed and executed in accordance with the provisions of § 201.52 (a) (6), (b), and (c) may, at the election of the supplier, be submitted in lieu of such Supplier's Certificate A.I.D. Form 281 and, if such Supplier's Certificate A.I.D. Form 282 is submitted, the supplier executing the same shall be bound by the provisions thereof.

Effective date. The foregoing republished version of Part 201 shall become effective on June 1, 1967.

WILLIAM S. GAUD,
Administrator.

MAY 19, 1967.

APPENDIX A—SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT

(AID 282(1-1-67))

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the contract described on the reverse hereof (hereafter referred to as "said contract") is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, and that such payment is subject to Regulation 1 of the Agency for International Development (AID), as in effect on the date hereof (22 CFR Part 201). In consideration of the receipt of such sum, the supplier agrees with and certifies to AID as follows:

1. The undersigned is the supplier of the commodities or commodity-related services indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under

said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of AID, promptly make refund to AID of any amount by which the purchase price exceeds the maximum price permitted under the provisions of subpart G of AID Regulation 1 other than § 201.62(a).

3. The supplier will, upon the request of AID, promptly make appropriate refund to AID in the event of—

(a) His nonperformance, in whole or in part, under said contract, or

(b) Any breach by him of any of his undertakings in this Certificate and Agreement, or

(c) Any false certification or representation made by him in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof in regard to the transaction indicated therein.

4. The supplier will promptly pay to AID (Office of the Comptroller, AID, Washington, D.C. 20523) and adjustment refunds, credits, or allowances payable to or for the account of the importer arising out of the terms of the said contract or the customs of the trade.

5. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, any commodity supplied under said contract meets the requirements of § 201.11(b) of AID Regulation 1 as to source, country where mined, grown, or produced, and limitation on components.

6. The supplier or his agent has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

7. The supplier or his agent has not given or received and will not give or receive side payments, "kickbacks", or any other payment or benefit whatever in connection with said transaction or any series of transactions of which said transaction is a part, other than those payments or benefits referred to in paragraphs 1 and 4 and indicated on the reverse hereof. Any commissions paid or to be paid in connection with said transaction are shown on the reverse hereof in blocks 28 and 29.

8. If the supplier is the producer, manufacturer or processor of the commodity, said contract is not a cost-plus-percentage-of-cost contract.

9. On the basis of information from such sources as are available to the supplier and to the best of his information and belief, the purchase price is not higher than the maximum price permitted under each of the requirements of subpart G of AID Regulation 1, relating to maximum prices other than § 201.62(a).

10. The amount shown on the reverse hereof in block 9 is net of all credits, allowances, and discounts granted and payments made, by the supplier or his agent to or for the account of the importer, including all discounts and payments for quantity purchases and prompt payment customarily allowed other customers under similar circumstances.

11. The supplier will for a period of not less than five (5) years after the date hereof maintain all business records and other documents which bear on his compliance with any of the undertakings and certifications herein and will at any time requested by AID make such records and documents available to AID for examination.

12. The supplier has complied with the provisions contained and referred to in subpart D of AID Regulation 1. If the supplier has been informed by AID of a requirement for submitting to AID for prior review proposed sales to be financed through funds made available by AID, the supplier has made

such submission, has been notified by AID of the results of such review and has complied with all conditions and requirements specified in such notification.

13. The supplier has filled in the applicable portions of the Invoice-and-Contract Abstract on the reverse hereof, certifies to the correctness of the information shown therein, and will upon the request of AID promptly furnish to AID such additional information in such form as AID may request concerning the purchase price, the cost to the supplier of the commodities and/or commodity-related services involved, or any other facts, data, or business records relating to the supplier's compliance with his undertakings and certifications in this Supplier's Certificate and Agreement.

14. The agreement incorporated herein shall be deemed to be a contract made under the laws of the District of Columbia, U.S.A., and shall be governed by and construed in accordance with such laws.

NOTES: (a) Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by U.S. law. (c) The word "Copy" must be written after signature on all signed copies other than the original.

Signature of official authorized to sign for (check one): Commodity supplier ☐; carrier ☐; insurer ☐; date _____

INSTRUCTIONS

This form must be completed in the English language only and all amounts of money are to be shown in U.S. dollars.

General—Execution of Form. This form is designed for use with the Standard Export format. An original and two copies of this form, completed by the following, as appropriate, must accompany each invoice for which payment is requested: (a) Commodity—executed by the supplier of the commodity covering the cost of the commodity, including the cost of any commodity-related service paid by the supplier for his own or the buyer's account; (b) Transportation—executed by each carrier who is separately paid for ocean and air freight to be financed by AID; (c) Insurance—executed by the insurer, insurance broker, or underwriter for the cost of marine insurance to be financed by AID when such cost exceeds \$50. The original must be signed by an authorized official of the supplier, who shall indicate his title thereon. Unless otherwise specified below, all numbered blocks MUST be appropriately completed or the letters "NA" (not applicable) entered.

Obtaining Forms. The forms (as well as copies of AID Regulation 1 referred to in this form) may be obtained in limited quantities from banks holding AID letters of commitment, field offices of the Department of Commerce, or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. Forms may be reproduced provided the reproduction is identical in content, size, color, and format.

Invoice and Contract Abstract—Block 1: Enter the commodity supplier's name and address.

Block 2: Enter the importer's name and address. Caution: On other documents in the Standard Export format, such as the Bill of Lading, the corresponding block may call for the name and address of the party to whom the carrier is to give notice of arrival. When such party is not the importer, be sure to enter the importer's name and address instead. **Block 3:** Enter name of vessel. **Block 4:** Enter flag of registry. **Block 5:** Enter port shown on Bill of Lading. **Block 6:** Insert the written description of each commodity, preceded by its appropriate U.S. Department of Commerce Schedule B num-

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ber or numbers. On shipments not from the United States, these numbers should be inserted if known. For multi-item invoices, insert the descriptive words commonly employed within the trade and the appropriate Schedule B number(s). **Block 7:** Show the Bill of Lading measurement. **Block 8:** Show the Bill of Lading weight. **Block 9:** The amount shown is the net amount for which the supplier seeks payment. It must not include any credit, discount, commissions, or allowance to or for the account of the importer or his agent. Commissions paid or to be paid in connection with the transaction covered by this form to agents of supplier which are included in the amount shown in block 9 must be detailed in blocks 28 through 30.

Block 10: Show the country of source as defined in § 201.01 of AID Regulation 1. **Block 11:** Insert the AID 3- or 4-digit commodity code numbers, if known.

Block 12: Insert AID implementing document number furnished in the letter of credit or importer's instructions. **Blocks 13 and 14:** When an import license is furnished by the importer, insert the number in block 14; otherwise insert in block 13 the letter of credit number assigned by the opening bank in the importing country, if applicable.

Block 15: Insert the invoice date. **Block 16:** Show the shipping terms, i.e., if a commodity supplier, show "FOB (or FAS) at _____" or "CIF (or C&F) to _____"; if a supplier of ocean transportation, show "Collect" or "Prepaid".

Blocks 17 through 19: Insert the commodity invoice data or insurance rate, as applicable. If there is insufficient room, as in the case of multiple-item invoices, the information may be furnished (a) on an attached listing, (b) in block 21, or (c) by means of an additional copy of the invoice attached to this form. In any of these instances, appropriate reference should be made in blocks 17 through 19 as to the method by which the information is furnished, e.g., "See attached listing". **Block 20:** Enter the date of the contract. **Block 21:** Use to explain any differences between shipping terms, quantity, and unit price as stated in the contract and as invoiced. May also be used to furnish explanation of, or additional information in connection with, any entries on the form. **Block 22:** Enter the total contract amount.

Transportation Information—Block 23: Check appropriate vessel types. **Block 24:** Enter as per tariff the appropriate freight rate, other freight charges, and total dollar amount of freight charges after discount. **Block 25:** Enter the Bill of Lading number. **Block 26:** Enter the Bill of Lading date.

Insurance Information—Block 27: Self-explanatory.

Information as to Commissions, Credits, Allowances, Similar Payments, and Side Payments—Blocks 28 through 30. Enter in these blocks pertinent information with reference to (a) all payments, credits, commissions, and similar allowances paid or to be paid by the supplier to or for the benefit of his agent, the importer, or the importer's agent as required by § 201.85(h) of AID Regulation 1, and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction, as required by § 201.86 of AID Regulation 1. In block 30 indicate whether or not the amount is included in the invoice amount reported in block 9 by entering the amount of each payment opposite the related entry in the appropriate column "Included in Invoice" or "Not Included in Invoice". If there is insufficient room to furnish the information required in blocks 28 through 30, the blocks may be noted "Continued" or "See attached listing" and the required information shown in block

21 or furnished on a listing attached to the form. If no commissions, credits, allowances, similar payments, and side payments are involved, insert "None" in block 28. Contracts need not be submitted to AID unless specifically requested. In the case of ocean freight, however, charter parties, if any, are to be included in the reimbursement documents.

INVOICE-AND-CONTRACT ABSTRACT

1. Commodity supplier's name and address: _____
2. Importer's name and address: _____
3. Vessel: _____
4. Flag: _____
5. Port of exit: _____

COMMODITY INFORMATION

6. Schedule B number and description of commodity: _____
7. Measurement: _____
8. Gross weight: _____
9. Invoice amount after discount: _____
10. Source (country): _____
11. AID commodity code: _____
12. AID number: _____
13. Opening bank ltr. cr. number: _____
14. Import license number: _____
15. Invoice date: _____
16. Shipping terms: _____
17. Quantity: _____
18. Unit: _____
19. Unit price: _____
20. Contract date: _____
21. Specify here items and amounts that will account for any differences between contract and invoice prices: _____
22. Total contract amount: _____

TRANSPORTATION INFORMATION

23. Vessel type: ☐ Bulk ☐ Berth ☐ Tanker ☐ _____
24. Freight rate: _____
- Other: _____ Total: _____
25. B/L number: _____
26. B/L date: _____

INSURANCE INFORMATION

27. Insurance premium on this shipment (if over \$50): _____

INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS

28. Name of recipients: _____
29. Addresses: _____
30. Amount paid or to be paid: Included in invoice: _____ Not included in invoice: _____
- If certification on other side is made by carrier or insurer, type or print name and address of company: _____
- Carrier: _____
- Insurer: _____
- Type or print name and title of official authorized to sign on the other side: _____
- Place executed (city, State, country): _____

APPENDIX B—INSTRUCTIONS FOR NOTICE OF PROPOSED PROCUREMENT

In general, the minimum notification requirements specified in subparagraphs (2) and (3) of § 201.24(a) of AID Regulation 1 must be observed by the importer in all AID-financed procurement other than by formal competitive bids. Exceptions from these requirements are set forth in § 201.24 (b) "Exemption for small value procurement" and § 201.24(c) "Waiver provisions" of the regulation.

These minimum notification requirements are as follows:

The importer must submit to the Office of Small Business (OSB), AID, a notice of proposed procurement. Until forty-five (45) days after its expected arrival there, the importer or his agent may not accept any offer

or place any order, or agree to accept any offer or to place any order. The OSB may require a waiting period longer than forty-five (45) days or, upon application of the importer, authorize a shorter period. Except when submission is by cablegram, three copies are to be submitted by registered mail to the OSB.

Cablegram: OSBAID, Washington, D.C., USA

Mail: Office of Small Business, Agency for International Development, Washington, D.C. 20523, U.S.A.

The information contained in the notice shall be in the English language, and specifications shall be in terms of U.S. standards. If the notice as submitted does not comply with all the specified minimum notification requirements, it may be returned by OSB to the importer for revision and resubmission. In such cases, the revised copies must be submitted anew in accordance with the applicable requirements.

The notice of proposed procurement shall be submitted in the format set forth below. Guidance as to the information required in the individual paragraphs of the notice is contained in the notes listed following the format.

(FORMAT)

NOTICE OF PROPOSED PROCUREMENT

- | | |
|--------------------------|--------------|
| A. Country | (See Note A) |
| B. Authority | (See Note B) |
| C. Subauthority | (See Note C) |
| D. Source | (See Note D) |
| E. End of waiting period | (See Note E) |
| F. Buyer | (See Note F) |
| G. Commodity | (See Note G) |
| H. Value | (See Note H) |
| I. Basis | (See Note I) |
| J. Cablegram | (See Note J) |
| K. Delivery | (See Note K) |
| L. Other | (See Note L) |

NOTE A. Designate the importing country (e.g., A. Country: India).

NOTE B. Identify, if known, the implementing document which authorizes the use of AID funds for the proposed procurement (e.g., B. Authority: 518-B-432).

NOTE C. Indicate, if applicable, the subauthorization (SA), and/or Import License (IL) numbers (e.g., C. Subauthority: SA 1324/IL 4321).

NOTE D. Indicate the eligible source (area in which procurement may be made) as designated in the implementing document. List both the name description and the number for the AID Geographic Code (e.g., D. Source: United States, 000).

NOTE E. Indicate the calendar date by which quotations or offers must reach the importer to assure their consideration. This date must be established as being at least forty-five (45) calendar days after expected receipt of notice in AID/W (Office of Small Business) (e.g., E. End of waiting period: Aug. 16, 1964).

NOTE F. Indicate the name and complete address of the importer. This will be the person or organization who for this transaction is the purchaser. Telephone number may also be included if contact by such means is acceptable (e.g., F. Buyer: XYZ Import Company, Ltd., 14 Front Street, Bombay, India, Tel. Bombay 373781).

NOTE G. Fully describe the commodities and/or services (excluding ocean transportation and marine insurance) for which quotations or offers are desired. Specifications shall be in terms of U.S. standards and shall indicate sizes, quantities, etc. Electrical equipment shall include the power characteristics required. Data shall be in such sufficient detail as to provide an adequate basis on which suppliers can submit realistic offers. Omission of U.S. standards as herein prescribed will make the entire notice unacceptable.

NOTE H. Indicate the full dollar amount of the Import License, except when the notice covers only part of the commodities included in the License. In such cases, show on any one notice only the approximate dollar value of the commodities included. The dollar value will not be published in the Small Business Circular except in those instances where the importer does not indicate a specific quantity, but instead, desires to purchase the greatest quantity for a given sum (e.g., H. Cost: \$250,000).

NOTE I. Indicate basis on which quotations or offers are to be submitted: c.i.f. or c. & f. Port of Entry; f.a.s. or f.o.b. Port of Exit; etc. (e.g., I Basis: c.i.f. Bombay).

NOTE J. Indicate whether or not cablegram quotations will be accepted. If acceptable, show Importer's cable address (e.g., J. Cablegram: Acceptable, CMMF, Bombay).

NOTE K. Indicate the date by which shipment from source country is required or desired, and the destination port (e.g., K. Delivery: Bombay, Nov. 14, 1964).

NOTE L. List any special shipping or packing instructions or other conditions and information which are applicable and not included in preceding paragraphs.

APPENDIX C—CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT CONCERNING COMMISSION AND SERVICE PAYMENTS ASSOCIATED WITH COMMODITY SALES FINANCED WITH FOREIGN ASSISTANCE FUNDS (A.I.D. FORM 283)

Limitations on A.I.D. Financing: Paragraphs (b), (c), and (d) of § 201.65 of A.I.D. Regulation 1 (22 C.F.R. § 201.65) provide as follows:

(b) *Commission to sales agents.* Unless otherwise authorized by A.I.D., a commission paid or payable by a supplier to or for the benefit of a sales agent in connection with any sale subject to this Part 201 shall be eligible for A.I.D. financing only if—

(1) The sales agent performed no part of the services relating to the commission outside the United States, and the sales agent maintains a regular place of business in the United States; or

(2) The sales agent whose services relate to the commission is a U.S. firm, and any officer, employee, partner or association member of the sales agent who has performed outside the United States any part of the services relating to the commission is both a citizen and resident of the United States.

(c) *Commission to commission employees.* Unless otherwise authorized by A.I.D., a commission paid or payable by a supplier to or for the benefit of a commission employee in connection with any sale subject to this Part 201 shall be eligible for A.I.D. financing only if—

(1) The commission employee performed no part of the services relating to the commission outside the United States; or

(2) The commission employee whose services relate to the commission is both a citizen and resident of the United States.

(d) *Service payments.* Unless otherwise authorized by A.I.D., a service payment in connection with any sale subject to this Part 201 will not be eligible for A.I.D. financing if any portion thereof has been paid or is payable by the supplier to or for the benefit of a local service organization.

Instructions: As a condition for receiving payment from Foreign Assistance Funds, the supplier is required to check one or more of the certifications which appear as separate blocks on the reverse of this form and which apply to his transaction. The supplier shall indicate on line 4 the letter of the certification(s) to which he subscribes. If the supplier checks the block for Certifications A,

H, or I, he may check no other certification. A supplier who executes Certification H will also thereby request the opening bank to pay a commission or to make a service payment in local currency in accordance with the procedure described in paragraph (e) of § 201.65 of A.I.D. Regulation 1. By executing Certification I, a supplier to Vietnam will also thereby request the opening bank to pay a commission or to make a service payment in local currency in accordance with the procedure described in paragraph (f) of § 201.65 of A.I.D. Regulation 1. As appropriate, the supplier may check one or more of Certifications B, C, D, E, F, or G.

On line 1 below the supplier shall insert the serial or other number which he has assigned to the invoice which he submits to his bank as the basis for receiving payment. On line 2 the supplier shall insert the A.I.D. identification number of the implementing document.

1. Invoice No.
2. A.I.D. No.

CERTIFICATIONS TO A.I.D. AND REQUEST TO OPENING BANK

NO COMMISSION OR SERVICE PAYMENTS

Certification A: ☐ The undersigned certifies on behalf of the supplier that in connection with the sale described on the accompanying Invoice-and-Contract Abstract no commission and no service payment has been paid or is payable either in dollars or in local currency.

DOLLAR COMMISSION TO A SALES AGENT

The undersigned certifies on behalf of the supplier that a dollar commission has been paid or is payable in the amount indicated on the accompanying A.I.D. Invoice-and-Contract Abstract to a sales agent; and—

Certification B: ☐ That no part of the services relating to the commission were performed by the sales agent outside the United States; and that the sales agent maintains a regular place of business in the United States; or—

Certification C: ☐ That the sales agent whose services relate to the commission is a U.S. firm; and that any officer, employee, partner, or association member of such U.S. firm who has performed outside the United States any part of the services relating to the commission is both a citizen and resident of the United States.

DOLLAR COMMISSION TO A COMMISSION EMPLOYEE

The undersigned certifies on behalf of the supplier that a dollar commission has been paid or is payable in the amount indicated on the accompanying A.I.D. Invoice-and-Contract Abstract to a commission employee; and—

Certification D: ☐ That no part of the services relating to the commission were performed by the commission employee outside the United States; or—

Certification E: ☐ That the commission employee who has performed outside the United States any part of the services relating to the commission is both a citizen and resident of the United States.

DOLLAR SERVICE PAYMENTS

Certification F: ☐ The undersigned certifies on behalf of the supplier that a service payment has been paid or is payable in dollars in the amount indicated on the accompanying A.I.D. Invoice-and-Contract Abstract and that such amount has neither been paid nor is payable to a local service organization.

LOCAL CURRENCY COMMISSION OR SERVICE PAYMENT BY IMPORTER

Certification G: ☐ The undersigned certifies on behalf of the supplier that a commission or service payment has been paid or is payable by the importer in local currency for account of the supplier directly to the sales agent, commission employee, or local service organization in the amount indicated on the accompanying A.I.D. Invoice-and-Contract Abstract and that the amount of the commission or service payment, expressed in dollars, has been subtracted from the invoice amount for which the supplier is claiming A.I.D. financing.

LOCAL CURRENCY COMMISSION OR SERVICE PAYMENT BY OPENING BANK

Certification H: ☐ The undersigned certifies on behalf of the supplier that a commission or service payment is payable in local currency in the amount indicated on the accompanying A.I.D. Invoice-and-Contract Abstract; that the amount of the commission or service payment, expressed in dollars, has been subtracted from the invoice amount for which the supplier is claiming A.I.D. financing; and that the supplier will make no commission or service payment in any other manner in connection with the transaction described on the accompanying A.I.D. Invoice-and-Contract Abstract.

Request to opening bank: The opening bank, in accordance with the procedure outlined in paragraph (e) of § 201.65 of A.I.D. Regulation 1 and in instructions issued by the central banking authority of the government of the cooperating country, is requested by the undersigned to pay on behalf of the supplier, on the basis of the information provided on line 3 of this form and on the supplier's invoice, a local currency equivalent (based upon the official exchange rate) of the amount indicated in dollars to the sales agent, commission employee, or local service organization.

3. Commission and Service Payment Information:

- a. Name of:
..... sales agent.....
..... commission employee.....
..... local service organization.....
- b. Address of sales agent, commission employee, or local service organization.....
- c. Gross invoice amount.....
- d. Commission or service payment (expressed in dollars) payable by opening bank in local currency.....
- e. Net invoice amount to be paid to supplier with A.I.D. dollars (line c minus line d).....

Certification I (for suppliers to Vietnam only): ☐ The undersigned certifies on behalf of the supplier that a commission or service payment is payable to the sales agent, commission employee, or local service organization whose name and address appear on line 3 of this form; that to discharge his obligation the supplier has secured a bank draft payable to the opening bank on behalf of the sales agent, commission employee, or local service organization and has placed such bank draft along with a signed, executed copy of this form in a sealed envelope marked on the outside with the name of the opening bank; and that the supplier, without the prior approval of A.I.D., will make no commission or service payment in any other manner in connection with the transaction described on the accompanying A.I.D. Invoice-and-Contract Abstract.

Request to opening bank: By executing this Certification I the undersigned, acting

on behalf of the supplier, hereby requests the opening bank, in accordance with the procedure outlined in paragraph (f) of § 201.65 of A.I.D. Regulation 1 and in regulations issued by the National Bank of Vietnam, to convert the dollar amount covered by the attached bank draft into a local currency equivalent (based upon the official exchange rate) and to pay on behalf of the supplier the resulting sum to the sales agent, commission employee, or local service organization on the basis of the information provided on line 3 of this form.

4. The undersigned has checked block letter(s) _____ and has thereby subscribed to the contents of the certification(s) set forth therein as a condition for receiving payment from funds authorized under the Foreign Assistance Act of 1961, as amended, for the sale described on the accompanying Invoice-and-Contract Abstract. The undersigned represents that, except as certified in the block(s) which he has checked on this form, no commission or service payment either in dollars or in local currency has been paid or is payable to a sales agent, commission employee or local service organization in connection with the sale described on the accompanying Invoice-and-Contract Abstract. The undersigned acknowledges that the supplier will, upon request of the Administrator of A.I.D., promptly refund to A.I.D. in dollars any sum which the supplier has paid over in violation of any certification which he has made on this form. The supplier also acknowledges that false certification may bring about the application of penalties provided by Title 18 and Title 31 of the United States Code.

(Signature)

(Name of supplier (name of firm))

(Position in firm)

(Date)

Definitions: As used on this form, "commission" means any payment or allowance by a supplier to any person for the contribution which that person has made to securing the sale for the supplier or which that person makes to securing on a continuing basis similar sales for the supplier; "commission employee" means any employee or officer of the supplier who has contributed to securing the sale and who is paid a salary which is directly or indirectly calculated as, or related to, a percentage of the amount of the sale; "Invoice-and-Contract Abstract" means the reverse side of A.I.D. Form 282 (which appears as Appendix A to A.I.D. Regulation 1, 22 C.F.R. Part 201) or A.I.D. Form 18-24;

"local currency" means the currency of the cooperating country; "local service organization" means any person who in the cooperating country performs services in connection with the A.I.D.-financed commodities; "opening bank" means the bank which has opened the letter of credit in the cooperating country in favor of the supplier; "regular place of business" means a permanent business establishment such as an office, sales outlet, or other fixed place of business, but does not include a mere postal address or box number or any casual or temporary use of facilities for the sole or principal purpose of rendering a commission eligible for A.I.D. financing; "resident of the United States" means any natural person who maintains a permanent household in the United States, who pays or who is subject to the income tax requirements, if any, of the State in which he maintains his household; and who is physically present for at least 60 days of the year in the United States; "sales agent" means any person who is neither the importer nor a commission employee and who has contributed to securing the sale or to securing similar sales on a continuing basis for the supplier; "service payment" means with respect to services performed in connection with the A.I.D.-financed commodities any payment or allowance by the supplier to any person, whether or not a sales agent, but not including a commission, payment, or allowance for incidental or delivery services, or a salary payment to any officer or employee of the supplier; "State" means the District of Columbia, Puerto Rico, or any State, territory or possession of the United States; "U.S. firm" means (1) a corporation which has been organized under the laws of any State of the United States, which maintains a regular place of business in the United States, and which is at least 51 percent beneficially owned by citizens of the United States or U.S. firms or both; or (2) a sole proprietorship in which the sole proprietor is both a citizen and resident of the United States; or (3) a partnership or association in which the majority of partners or association members are both citizens and residents of the United States.

APPENDIX D—CERTIFICATE AND AGREEMENT
REGARDING CONCERTED PRICING
(A.I.D. Form 285)

In consideration of the receipt of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, in payment, in whole or in part, of the sum indicated on the accompanying invoice as claimed to be due and owing, the undersigned, acting on behalf of the firm whose name appears on line 6 below (the supplier or the producer of the commodities) and authorized to bind such firm, agrees with and certifies to A.I.D. as follows:

(1) The firm whose name appears on line 6 below—

- Is the A.I.D.-financed supplier, but is not the producer of the goods described by the attached invoice which the supplier has executed.
- Is the A.I.D.-financed supplier and is also the producer of the goods described by the attached invoice which the supplier has executed.
- Is not the A.I.D.-financed supplier, but is the producer of the goods described by the attached invoice which the producer has executed.

[Check the appropriate box.]

(2) The price and quantity terms of the sale described by the attached invoice have been arrived at independently by the firm on whose behalf this Certificate is executed, without consultation or agreement concerning such price or quantity with any other bidder, offeror, competitor, or any member of an Export Trade Association (an Association within the meaning of 15 U.S.C. §§ 61-65), and without reliance upon any price established or recommended by any such Association.

(3) If the undersigned has checked box (1) (a) of this Certificate, he has also appended an invoice executed by the producer of the commodities described in the supplier's invoice and a Certificate and Agreement Regarding Concerted Pricing (A.I.D. Form 285) executed by the producer of such commodities.

- Invoice No. _____
- A.I.D. No. _____
- Name of firm _____
- Name of undersigned and position in firm _____

- Signature _____
- Date _____

INSTRUCTIONS: "Firm" means the supplier or producer on whose behalf this Certificate and Agreement Regarding Concerted Pricing is executed. The supplier of the commodity shall execute this Certificate in every case in which he is required to do so as a condition for receiving payment. If the supplier indicates in box (1) (a) that he is not also the producer of the commodities (through manufacture, processing, mining, growth, or assembly), he shall attach to his invoice the invoice of the producer (covering the same commodities described in the supplier's invoice) and an additional Certificate and Agreement Regarding Concerted Pricing (A.I.D. Form 285) executed by the producer of the commodities. On line 4, the supplier or the producer shall insert the serial number or other number which he has assigned to his invoice. On line 5 the supplier or the producer shall insert the A.I.D. implementation number which identifies the transaction.

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8:45 a.m.]